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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. October 2, 2012

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on September 25, 2012

AWARDS AND PROCLAMATIONS

-- Proclamations:

The Big Read
Wichita Food Days
Domestic Violence Awareness Month

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Jessica St. Clair - Discuss community services that Mental Health Associates provides.
2. Dave Trabert - Denial of open records requests by the Wichita Downtown Development Coalition and the Greater Wichita Economic Development Coalition.
3. Doris Johnson - Wichita Police Department excessive force.
4. Janice Bradley - Lethal force.
5. Richard Stephenson - Suggested Policy changes to address Police violence.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 15)

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds, The Lux Building, LLC.
(District VI)

RECOMMENDED ACTION: Close the public hearing and approve a Letter of Intent for Industrial Revenue Bonds to The Lux Building, LLC, in an amount not-to-exceed \$21,500,000, subject to the Letter of Intent Conditions, authorize staff to apply for a sales tax exemption, and authorize the necessary signatures.

2. Public Hearing and Tax Exemption Request, Mojack Holdings, LLC/Mojack Distributors, LLC. (District I)

RECOMMENDED ACTION: Close the public hearing and approve first reading of the ordinance granting Mojack Holdings, LLC/Mojack Distributors, LLC a 78% tax exemption on the identified property for a five year term, plus a 78% tax exemption for a second five-year term, subject to City Council review.

3. Amendments to certain Sections of the Park Rules and Regulations, Granting the Director authority over Recreational Easements.

RECOMMENDED ACTION: Approve first reading of the ordinance and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

1. CON2012-00031 – City Conditional Use request for a Nightclub Event Center on LC Limited Commercial (“LC”) zoned property; generally located on the northeast corner of 33rd Street North and Arkansas Avenue. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

1. Public Hearing - 2013 Annual Agency Plan.

RECOMMENDED ACTION: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2013 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U.S. Department of Housing and Urban Development.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 15)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated October 1, 2012.

- a. Board of Bids.

RECOMMENDED ACTION: Receive and file report; approve contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
James Smith	Farmers Market***	2901 North Broadway

***Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Sanitary Sewer in Remington Place Addition, south of 21st, east of Webb. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- Community Events - Wichita Toy Run Rally. (District IV)
- Community Events - Monster Bash 5K Run. (District I)
- Community Events - Inspire Hope Run. (District II)
- Community Events – 21st Annual Frostbite Regatta. (District VI)
- Community Events - Prairie Fire Marathon and Fun Run.
- Community Events - Prairie Fire Half Marathon.
- Community Events - Prairie Fire Marathon 5K.
- Community Events - Prairie Fire Marathon Set-up. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Change Order:

- a. Change Order No. 6-WaterWalk, Waltzing Waters Plaza Sound System. (District I)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions

Wichita Historic Preservation Board, August 13, 2012
Storm Water Advisory Board, August 17, 2012
Wichita Employees Retirement, August 15, 2012

RECOMMENDED ACTION: Receive and file.

8. Easements across City-owned Property in the 100 Block of South Broadway. (District I)

RECOMMENDED ACTION: Approve the easements and authorize all necessary signatures.

9. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

RECOMMENDED ACTION: Approve the resolution and authorize the necessary signatures.

10. Buffalo Park Design Services. (District V)

RECOMMENDED ACTION: Approve the vendor selection, approve the contract and scope of services and authorize all necessary signatures.

11. Second Reading Ordinances: (First Read September 25, 2012)

- a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

12. *SUB2011-00050 -- Plat of Shellman Addition located west of Hydraulic, north of 47th Street South.
(District III)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

13. *SUB2012-00014 -- Plat of CVS Harry and Hillside Addition located on the southwest corner of Harry and Hillside. (District III)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

14. *SUB2012-00015 -- Plat of CVS Central and Oliver Addition located on the northeast corner of Central and Oliver. (District I)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

15. *Board of Bids WAA first read October 1, 2012.

RECOMMENDED ACTION: Receive and file report; approve contracts, and authorize necessary signatures.

**City of Wichita
City Council Meeting
October 2, 2012**

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds (The Lux Building, LLC) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and approve the Letter of Intent.

Background: The Lux Building, LLC (“Lux”) was recently formed and has purchased the former KG&E building located at the northwest corner of 1st Street North and Market in downtown Wichita. The facility was built as offices and has been vacant since early 2011. The owners are requesting a letter of intent to issue Industrial Revenue Bonds (IRBs) in an amount not-to-exceed \$21,500,000 to finance the costs to renovate the facility. The IRB financing is the basis for granting a sales tax exemption on construction materials. The Lux Building, LLC has applied for historic tax credits as well.

Analysis: The Kansas Gas & Electric Company Building was designed in 1953 by the architectural firm of Glen H. Thomas & A. B. Harris, Wichita, with an addition designed by the successor firm of Thomas Harris Ash & Mason in 1969. A five-story addition to the west façade of the building began in 1969 and was completed one year later. There have been several renovations to the building through the years with the most major occurring in 1988 when the building was purchased by the Protection One Alarm Company. Protection One had been using the building to varying degrees until 2009 with only the first two floors were being occupied.

The Lux Building, LLC is planning a \$24,000,000 investment of private equity, historic tax credits, and debt financing to renovate the existing 175,000 square foot building into sixty residential units along with two floors of office/retail. Renovations include: repair of the exterior façade, new plumbing lines and drains, electrical wiring and breaker boxes, roofing, exterior lighting, heating ventilation and air conditioning, countertops, bathrooms, kitchens and cabinets, flooring, glazing, signage, parking, storage units, elevators, fire and life safety, commercial and retail spaces, washer/dryers, addition of two new green roofs, and an amenities penthouse including a pool, workout facility, fireplace, common room, theater, and kitchenette. Plans also require the abatement of the lead and asbestos that exist in the building. The developers plan to request additional assistance from the City of Wichita in the form of special assessment financing for façade improvements and asbestos and lead paint remediation.

An analysis of the estimated sources and uses of project funds is:

Bond Proceeds	\$20,436,110
Developer Equity	\$ 2,000,000
<u>Special Assessment (Façade & Asbestos)</u>	<u>\$ 750,000</u>
Total Sources	\$23,186,110
Property Acquisition	\$ 975,000
Project Construction	\$18,000,000
Furniture, Fixtures & Equipment	\$ 2,000,000
Professional Fees	\$ 1,200,000
<u>Financing and Miscellaneous Costs</u>	<u>\$ 1,011,110</u>
Total Uses	\$23,186,110

Financial Considerations: Bonds will be privately placed with Intrust Bank. Lux agrees to pay all costs of issuing the bonds and agrees to pay the City’s \$2,500 annual IRB administrative fee for the term of the bonds. Lux is not requesting abatement of property taxes in conjunction with the IRBs. The project will qualify for a sales tax exemption on bond-financed purchases.

The cost/benefit analysis conducted by Wichita State University’s Center for Economic Development and Business Research (“CEDBR”) reports the following cost/benefit ratios:

City of Wichita	47.65 to one
City General Fund	60.00 to one
Debt Service Fund	35.30 to one
Sedgwick County	87.25 to one
USD 259	NA
State of Kansas	4.68 to one

According to CEDBR, the reported ratios of benefits over costs are high because the renovated property will add significantly to the net present value benefits compared to the relatively minor cost of sales tax exemption.

Goal Impact: The project addresses the Economic Vitality and Affordable Living goal; Core Area and neighborhoods goal through the rehabilitation of vacant downtown property and increasing downtown residential options.

Legal Considerations: The law firm of Kutak Rock, LLP will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to the issuance of any bonds. Lux agrees to comply with the City’s Standard Letter of Intent Conditions.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve a Letter of Intent for Industrial Revenue Bonds to The Lux Building, LLC, in an amount not-to-exceed \$21,500,000, subject to the Letter of Intent Conditions, authorize staff to apply for a sales tax exemption, and authorize the necessary signatures.

Attachments: Letter of Intent Application



September 25, 2012
Mayor Carl Brewer,
Vice Mayor Janet Miller,
Members of City Council
455 North Main
Wichita KS, 67202

The Lux Building L.L.C. is a new company in association with Eyster Properties L.L.C. created with the sole purpose of purchasing, renovating, restoring and managing the "old KG&E Building".

The Lux Building formerly known as The Protection One Building and that was built as the KG&E Building sits on the corner of First and Market in the Central Business District with the address of 120 East First Street, Wichita, KS. 67202. The building has been vacant since Protection One moved the rest of its facility to the "Old Town" location in late 2011.

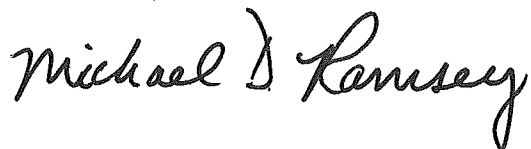
The 175,456 square foot Lux Building has approximately 140,000 square feet of leasable space. Our plan is to renovate this property, adding new living and work amenities that will transform the Lux Building into a new multi-use building. The Lux will offer a community of commercial, retail and residential living options for singles and families, both homeowners and renters.

The Lux will offer a variety of apartment sizes and along with its diverse pricing and over sixty apartment homes we hope to attract a large cross-section of people to downtown living. The influx on rooftops will also feed the area business including the adjacent garage, restaurants, the YMCA and local stores. The mixed usage advantage of the project encourages new jobs to fill the commercial and retail spaces along with the several new jobs created for The Lux Building infrastructure support.

The Lux Building L.L.C. is requesting for your support for in the issuance of \$21,500,000 in City of Wichita Industrial Revenue Bonds. Your support will enhance the success of this multimillion-dollar investment with both the bonds issuance and the associated tax savings.

The Lux appreciates the City's vision and support in this endeavor.

Sincerely,

A handwritten signature in black ink that reads "Michael D. Ramsey". The signature is written in a cursive, flowing style.

Michael D. Ramsey
Manager, The Lux Building LLC
Project Manager
115 South Rutan
Wichita, Kansas 67218-1135
c. 316.204.9163



September 25, 2012

Mayor Carl Brewer,

Vice Mayor Janet Miller, Members of City Council

City of Wichita, City Hall

455 North Main

Wichita KS, 67218

**RE: PROPOSED CITY OF WICHITA, KANSAS TAXABLE
INDUSTRIAL REVENUE BONDS**

This letter is a formal request for approval by the Wichita, Kansas City Council for a letter of intent to issue an Industrial Revenue Bond in the amount not to exceed \$21,500,000. The issuance of this bond is a necessity in the financing of the renovation of The LUX Building (formally known as the KG&E Building, more recently known as the Protection One Building). The LUX Building has been nominated for placement on the National Historic register and is applying for LEED Certification as Gold Standard.

NAME OF TENANT AND GUARANTORS

The LUX Building, LLC

120 E. First Street

Wichita, KS 67202

NAMES AND ADDRESSES OF PRINCIPAL OFFICERS

a. Member/Owner: Eyster LLC

115 S. Rutan

Wichita, KS 67218

b. Manager: Michael Ramsey

115 S. Rutan

Wichita, KS 67218

HISTORY

The Kansas Gas & Electric Company Building was designed in 1953 by the architectural firm of Glen H. Thomas & A. B. Harris, Wichita, with an addition designed by the successor firm of Thomas Harris Ash & Mason in 1969. Dondlinger & Sons Construction Company, Inc., Wichita, constructed the original "L" -shaped building. As originally designed and constructed, the 7-story building features ribboned aluminum-framed fenestration, expansive brick spandrels and continuous concrete sunshades (extensions of the monolithic floor slabs), with aluminum fascia above each floor. The exterior also displays large expanses of black pearl "Granux" or manufactured granite at the storefront level and monumental planes of limestone. The modern office building remains virtually as originally designed and is in excellent condition. The property rests on a 3-½ foot thick concrete slab; pillars, beams and floor slab were poured in one operation where prefabricated forms were dismantled and reused as construction continued. The basement walls were waterproofed with four piles of felt and a layer of melted pitch. As described in an August 1953 article, "Unit One" of the building measured seven stories over an area of 69 by 140 feet, with an additional, two-story unit over an area 140 by 184 feet. A five-story addition to the west façade of the building began in 1969 and was completed one year later. There have been several "renovations" to the building through the years with the most major occurring in 1988 when the building was past into the hands of "The Protection1 Alarm Company". Protection One had been using the building to varying degrees until 2009 when only the first two floors were being occupied.

RENOVATION PLAN

The LUX Building LLC was able to buy the KG&E Building from Protection One Alarm Monitoring in the first quarter of 2011. The building had been meticulously maintained and is structurally sound. The LUX Building LLC is planning a \$24,500,000 investment of private funds, historic tax credits, and industrial revenue bond to renovate the existing building and bring it up to standard codes along with the abatement of the lead and asbestos hazards that exist in the building. Renovations include: fix and repair exterior façade, new plumbing lines and drains, new electrical wiring and breaker boxes, new roofing, new exterior lighting, new heating ventilation and air conditioning, new countertops, new bathrooms, new kitchens and cabinets, new flooring, new glazing, new signage, new parking, new storage units, new elevators, new fire and life safety, new commercial and retail spaces, new washer/dryers, addition of two new green roofs, an amenities penthouse including a pool, workout facility, fireplace, common room, theater, and kitchenette. Once completed the new renovation of the Lux will provide a new mix of retail, commercial, single and family living options to the Central Business District. We have attached "as is" building pictures along with plans and renderings of the proposed Lux Building.

BENEFITS TO THE CITY

Jobs; not only does the LUX welcome new jobs into the retail and commercial parts of the building but the LUX infrastructure will itself generate 5-7 jobs. Housing; this project will provide much needed housing options for both single and family dwellers. Investment; the LUX project will inject millions of dollars in private investment into the city and local economy by the transformation of unused and under utilized property that was only using 10% of the building into a fully mixed usage leased building. Collateral Support; the LUX will also seed other businesses with the injections with of greater then 60 new households supporting area businesses including a now underutilized garage, shops, restaurants and the downtown YMCA.

DOLLAR OF AMOUNT OF BONDS BE REQUESTED

The principal amount of bonds requested will not exceed \$21,500,000.

SOURCES AND USES

Bonds Proceeds	\$20,436,110
Developer Equity	\$ 2, 000,000
Special Assessment Façade & Asbestos	\$ 750,000
Total Sources	\$23,186,110

Property Acquisition	\$ 975,000
Project Construction	\$18,000,000
Furniture, Fixtures & Equipment	\$ 2,000,000
Professional Fees	\$ 1,200,000
Financing and Miscellaneous Cost	\$ 1,011,110
Total Uses	\$23,186,110

PROPOSED UNDERWRITER OF BOND

INTRUST Bank, N.A.

P.O. Box 1

Wichita, KS 67201-9819

CITY ADMINISTRATIVE SERVICE FEE AGREEMENT

The LUX Building LLC agrees to make administrative fee payment to the City of Wichita for any and all costs related to Bond issuance during the duration of the Bond and any and all costs whether or not they are approved or issued.

A BRIEF STATEMENT RELATIVE TO THE EFFECTS OF THE PROPOSED PROJECT ON THE AMBIENT AIR QUALITY OF THE CITY OF WICHITA AND SEDGWICK COUNTY

The proposed project will have no effect on the ambient air quality of the City of Wichita or Sedgwick Count, nor are there any other anticipated adverse environmental effects. The applicant will comply with all applicable policies and requirements of the City of Wichita relating to environmental matter.

A BRIEF STATEMENT WITH RESPECT TO EQUAL OPPORTUNITIES

The applicant will comply with all policies of the City of Wichita concerning equal opportunity.

ARRANGEMENT FOR THE SALE OF THE BONDS

The bonds will be privately placed. The buyer of the bonds is undetermined at this time but Intrust Bank is evaluating the opportunity.

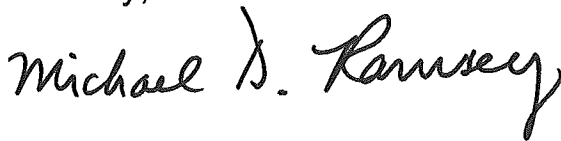
SUMMARY

To allow the Applicant to progress with the renovations it is requested that the City Council authorize the Mayor to execute a Letter of Intent in behalf of the City of Wichita wherein the City declares its intent to issue no more than \$21,500,000 of City of Wichita Taxable Industrial Bonds, Series 2012 of the above purpose.

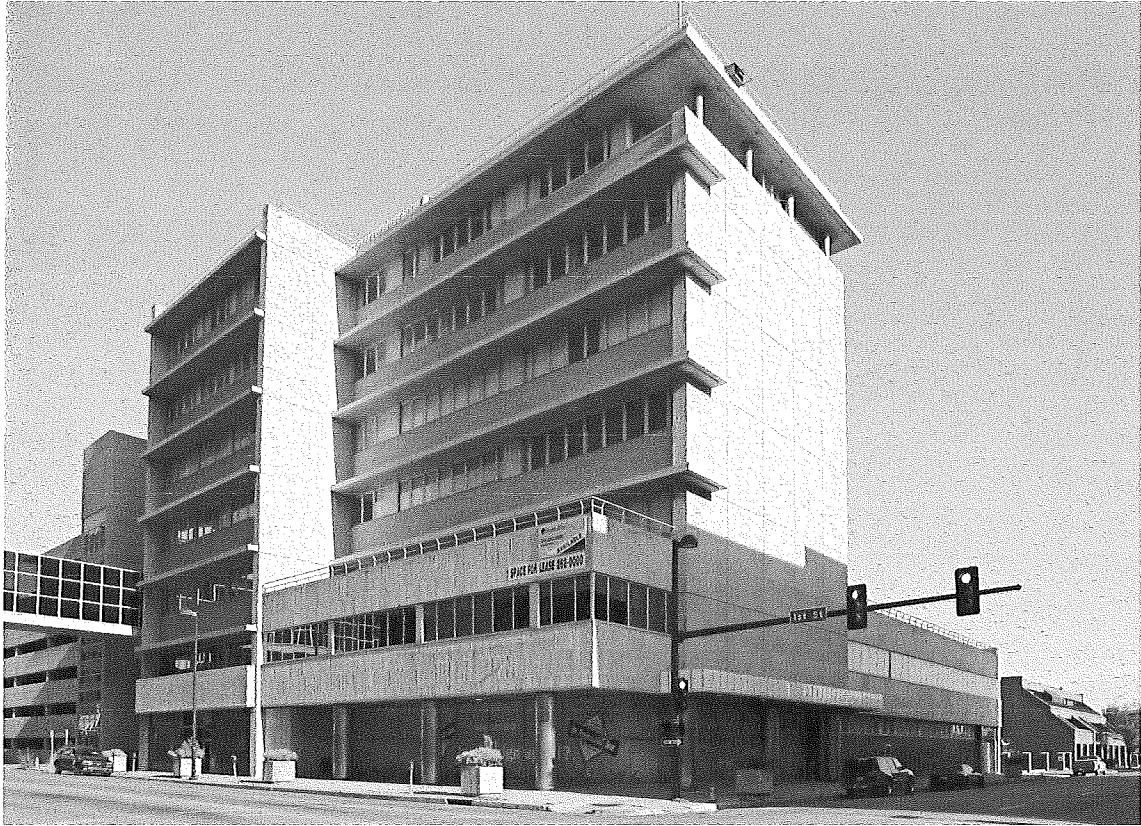
The Applicant is aware that a Letter of Intent is only an indication of the City's interest to issue the proposed Bonds to assist in the financing of the Project, and that such a Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond resolution, trust Indenture, Lease Agreement, Guaranty Agreement and other related documents.

We again, thank you and if there is any further request of information or questions we will be pleased to accommodate your needs.

Sincerely,

A handwritten signature in black ink that reads "Michael D. Ramsey". The signature is written in a cursive style with a large, stylized initial "M".

Michael D. Ramsey
Manager, The LUX Building LLC
Project Manager
115 South Rutan
Wichita, Kansas 67218-1135
c. 316.204.91





NEW ENTRANCE 1ST STREET AND MARKET



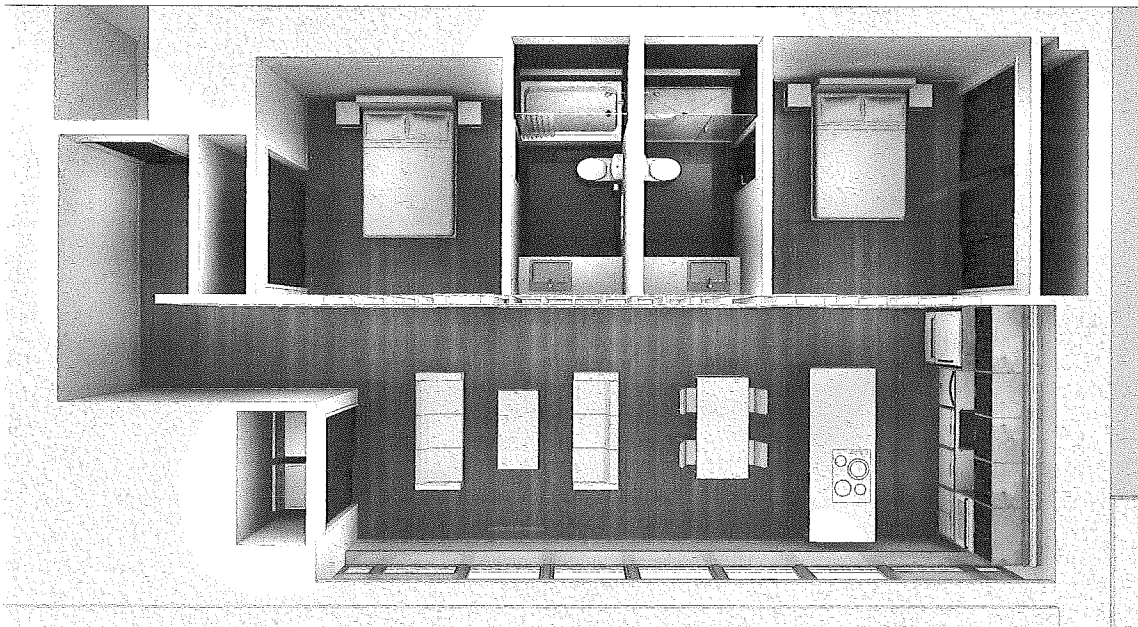
RENOVATED LOBBY



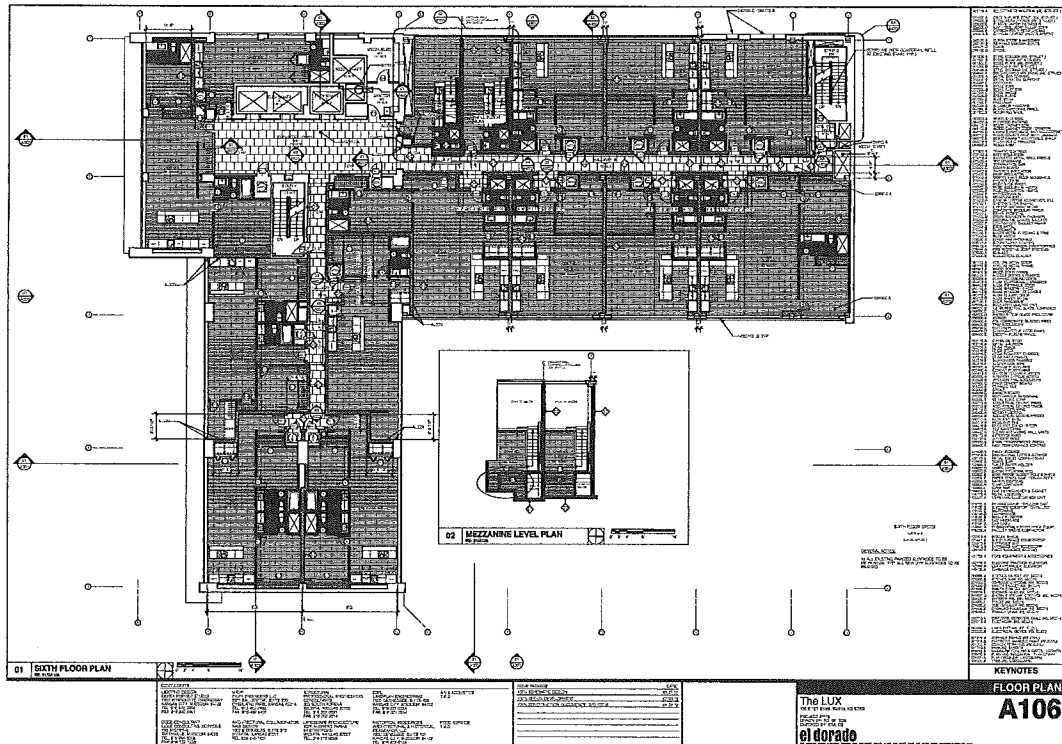
TYPICAL KITCHEN



ONE BEDROOM UNIT FROM KITCHEN



TWO BEDROOM UNIT



SIXTH FLOOR PLAN

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Mojack Holdings, LLC/Mojack Distributors, LLC) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the Ordinance on first reading.

Background: Mojack Holdings, LLC/Mojack Distributors, LLC (“Mojack”) was founded in 2007 when the company purchased the product rights of a device that safely lifts the front end of riding lawn mowers for maintenance work from a group of southeast Kansas farmers who had invented the product.

The Greater Wichita Economic Development Coalition (GWEDC) worked with MoJack to assist in its plans to expand production and relocate its operations to 3535 N. Rock Road in east Wichita. GWEDC coordinated the development of an incentive package with City, County and State officials, which included a \$35,000 forgivable loan from the City and County each and consideration of property tax exemption on the portion of the Rock Road facility utilized by Mojack, subject to City Council approval.

On February 8, 2011, the City Council approved a forgivable loan in the amount of \$35,000 for Mojack to retain and expand its footprint in Wichita. Mojack is now requesting formal approval of an Economic Development Tax Exemption (“EDX”) for its new facility.

Analysis: In 2007, Mojack completed the initial fabrication of its products and sold a couple of hundred units the first year. Today the company has grown to the point that it now sells its products in over 1,000 Home Depot stores and through Tractor Supply Co., Northern Tool and at 600 independent dealers nationally. Mojack Holdings, LLC has purchased a facility at 3535 N. Rock Road, in northeast Wichita, and leases 65,900 square feet to Mojack Distributors, LLC, a related company. The new facility is utilized for final assembly work and warehousing/distribution for Mojack products. The space occupied by Mojack was vacant two and one-half years prior to its acquisition which meets the two year requirement per the economic development policy.

Under state law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership. The Kansas Court of Tax Appeals (COTA) has determined that in those circumstances, an EDX exemption must also be granted on property owned by the qualifying company for the same term. Although business machinery and equipment is already exempt, COTA allows cities to separately exempt specified equipment in order to satisfy this requirement. Therefore, certain equipment, furniture and an alarm system belonging to Mojack Distributors will also be exempted under this project.

As a result of this expansion, Mojack plans to add at least 26 new employees to its workforce at a starting average wage of \$44,000. In June 2012, Mojack repaid the forgivable loan because it had been based on an earlier estimate that 53 new jobs would be created, which was not realistic.

Based upon capital investment and revised job creation and salary projections, Mojack qualifies for a 78%, five-plus-five year tax exemption under the City's economic development incentive policy. Mojack Holdings also leases space in its facility to OfficeMax, which space is not eligible for property tax abatement.

Financial Considerations: Based on the 2011 mill levy, the estimated taxable value of exempted property for the first full year is approximately \$49,944. The value of the 78% real property tax exemption as applicable to taxing jurisdictions is:

City	\$13,434	State	\$ 622
County	\$12,217	USD 259	\$23,671

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita General Fund	1.98 to one
City of Wichita General Fund	1.84 to one
City of Wichita Debt Service Fund	2.22 to one
Sedgwick County	1.68 to one
USD 259	1.36 to one
State of Kansas	16.01 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The Law Department has reviewed and approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the ordinance granting Mojack Holdings, LLC/Mojack Distributors, LLC a 78% tax exemption on the identified property for a five year term, plus a 78% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is made and entered into on this ____ day of _____, 2012, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and Mojack Holdings, LLC and Mojack Distributors, LLC hereinafter referred to as the “Companies.”

WHEREAS, the Companies currently operate a facility in Wichita, Kansas, for manufacturing and warehousing/distribution of lawn mower lifts and, as of December 31, 2011 will have completed an expansion by acquiring and equipping a building; and

WHEREAS, both the City and the Companies desire for the Companies to continue operating in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Companies warrant that they are capable of, and desire to, increase the number of employment positions at their Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANIES.** The Companies agree (to the extent not already hitherto performed) that they shall do the following:
 - A. Between November 5, 2010 and December 31, 2011, the Companies will have completed the acquisition and equipping of a manufacturing and warehousing/distribution building, located at 3535 N. Rock Road, Wichita, Kansas, at a cost of \$2,126,187, to be used exclusively for the purposes of manufacturing and warehousing/distribution of articles of commerce;
 - B. Maintain, throughout the period from the date of this Agreement to December 31, 2017 employment of not less than eight (8) employees at the existing manufacturing and warehousing/distribution facility;

- C. On or prior to January 1, 2018, the Companies will add an additional twenty-six (26) new jobs at the new manufacturing and warehousing/distribution facility, and thereafter, maintain employment of not less than thirty-four (34) employees at the combined manufacturing facility, through at least December 31, 2022;
- D. During the entire term of this Agreement, the Companies will continuously maintain the average wage paid to employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Companies' NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;
- E. During the entire term of this Agreement, the Companies will meet any Equal Employment Opportunity/Affirmative Action goals set forth in their periodic filings with the City, and will annually file their Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Companies will timely pay all *ad valorem* property taxes levied on their real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Companies will ensure that they do not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Companies will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Companies will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Companies and any inspection of the Companies' premises or interviews with the Company's staff.

2. **EFFECT OF COMPANIES' BREACH; REMEDIES.** The Companies acknowledge that in the event of their noncompliance with any of their obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Companies shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right.
3. **THE CITY.** So long as the Companies meet and perform their obligations under this Agreement, it is the City's intention that the 69,500 square foot building acquired by the Companies pursuant to Section 1.A., above, shall be entitled to an 78% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2012, provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 78% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2018 to December 31, 2022, subject to the approval, in 2017 of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Companies continue to meet and perform all of their obligations under this Agreement, the City will reasonably cooperate with the Companies' efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2022.
5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In

the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.

7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Economic Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Companies: Mojack Distributors, LLC
Attn: Mr. Dan Drake
3535 N. Rock Road
Wichita, KS 67226

Mojack Holdings, LLC
Mr. Dan Drake
3535 N. Rock Road
Wichita, KS 67226

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Mojack Holdings, LLC

APPROVED AS TO FORM:

Gary Rebenstorf
Director of Law

Name: _____
Title: _____

Mojack Distributors, LLC

Name: _____
Title: _____

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

____FIRST PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 19, 2012_____

ORDINANCE NO. 49-352

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF MOJACK HOLDINGS, LLC/MOJACK DISTRIBUTORS, LLC, SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Mojack Holdings, LLC, requests an ad valorem tax exemption on a proposed expansion project of 78% for a five-plus-five year term on the acquisition of a building and certain pieces of equipment to be leased to Mojack Distributors, LLC; and

WHEREAS, Mojack Distributors, LLC will have a lease with a real estate holding entity, Mojack Holdings, LLC, which is owned by the owner of Mojack Distributors, LLC; and

WHEREAS, Mojack Distributors, LLC has operated within the City since 2007 as a manufacturer and distributor of a device that lifts the front end of a riding lawn mower for maintenance; and

WHEREAS, Mojack Holdings, LLC/Mojack Distributors, LLC, proposes a \$2,126,187 expansion by the acquisition of a building and certain pieces of equipment to be located at 3535 N. Rock Road in northeast Wichita; and

WHEREAS, Under state law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership; and

WHEREAS, An EDX exemption must also be granted on property owned by the qualifying company for the same term; and

WHEREAS, Mojack Distributors, LLC, proposes \$5,000 in equipment to be exempted; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Mojack Holdings, LLC/Mojack Distributors, LLC, has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on October 2, 2012; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Mojack Distributors, LLC is an existing business located in Wichita, Kansas, and intends to expand its business by the acquisition of a building and certain pieces of equipment.
2. The acquisition of the building and certain pieces of equipment for which exemption is given occurred after November 5, 2010. No exemption will be given for acquisition which occurred before that date.
3. Such acquisition is to be used exclusively for manufacturing and warehousing/distribution of articles of commerce.
4. By such expansion, Mojack Distributors, LLC will create new employment for 26 employees within five years after the start of the project.
5. Tax exemption will be given only for the acquisition of a building and integrally-related machinery and equipment.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Mojack Holdings, LLC/Mojack Distributors, LLC is required to retain and add jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing and warehousing articles of commerce.
2. Mojack Holdings, LLC/Mojack Distributors, LLC is hereby granted an ad valorem tax exemption of 78% for a five-year term on the acquisition of a building and the purchase of personal property described as Apollon office equipment, furniture and alarm system and 78% for a second five years, subject to approval by the then current governing body, all to be located within the Wichita City limits at 3535 N. Rock Road in northeast Wichita, at an estimated cost of \$2,126,187. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Mojack Holdings, LLC/Mojack Distributors, LLC may be required to repay amounts previously abated), in the event of any failure by Mojack Holdings, LLC/Mojack Distributors, LLC, to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and Mojack Holdings, LLC/Mojack Distributors, LLC is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of Mojack Holdings, LLC/Mojack Distributors, LLC and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Mojack Holdings, LLC/Mojack Distributors, LLC's written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated February 21, 2012 and as stated in Mojack Holdings, LLC/Mojack Distributors, LLC's annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Mojack Holdings, LLC/Mojack Distributors, LLC no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Mojack Holdings, LLC/Mojack Distributors, LLC has executed with the City.

7. The City Council may, at its discretion, require Mojack Holdings, LLC/Mojack Distributors, LLC to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Mojack Holdings, LLC/Mojack Distributors, LLC has executed with the City.

8. Upon finding that Mojack Holdings, LLC/Mojack Distributors, LLC has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Mojack Holdings, LLC/Mojack Distributors, LLC's expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 16th day of October, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Amendments to Certain Sections of the Park Rules and Regulations, Granting the Director Authority over Recreational Easements (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve first reading of the ordinance.

Background: In 2010, the Council adopted Chapter 9.03 of the Code of the City of Wichita, which set forth updated Rules and Regulations for the City's park property. This change allowed the Director of Park and Recreation (Director) the authority to exercise control over park property and to establish additional rules as needed. Additionally, authority to enforce the provisions of Chapter 9.03 was extended to the Wichita Police Department (WPD).

Analysis: The park rules define "park property" as property owned by the City or the Board of Park Commissioners. Because an easement granted to the City for recreational purposes is not property owned by either the City or the Board, the park rules do not apply. The Director currently has no authority to implement additional rules or policies regarding any such easement, nor does the WPD have enforcement powers thereon. City-wide, the proposed ordinance amendment extends the Director's authority to all recreational easements and will enable the enforcement of the Park Rules and Regulations which would otherwise not apply on such property. The proposed amendment will enable an immediate means to address an existing public safety concern by providing the WPD the authority to enforce the Director's closure of the recreational easement granted to the City along the Little Arkansas River between Nims and the Murdock Bridge in District IV. Such enforcement is necessary due to the deterioration of the path's condition as well as the occurrence of illegal and nuisance activity upon the path, including a recent homicide. The proposed ordinance amendment was reviewed and approved by the Board of Park Commissioners with the recommendation that it be adopted by the City Council.

Financial Considerations: There are no financial considerations.

Goal Impact: The Quality of Life and the Safe and Secure Community goals are both protected and furthered by adoption of this proposed ordinance amendment.

Legal Considerations: The Law Department has prepared and approved the proposed ordinance amendment as to form.

Recommendation/ Actions: It is recommended that the City Council approve first reading of the ordinance and authorize the necessary signatures.

Attachment: Delineated ordinance and proposed new ordinance.

First Published in The Wichita Eagle on October 19, 2012

09/19/12

ORDINANCE NO.49-353

AN ORDINANCE AMENDING SECTIONS 9.03.010 AND 9.03.500 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DEFINITIONS AS APPLIED TO THE PARK RULES AND REGULATIONS AND PROHIBITING POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES UPON RECREATIONAL EASEMENTS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 9.03.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **"Definitions.** The following words and phrases, whenever used in this chapter, shall be defined as follows:

"Amplified sound" means sound projected and transmitted by electronic equipment, including amplifiers.

"Amplified speech" means speech projected and transmitted by electronic means.

"Bicycle" means every vehicle propelled by human power upon which any person may ride having two or more wheels, any of which is more than fourteen inches in diameter, but does not include any mobility device as defined by the Americans with Disabilities Act.

"Board" means the Board of Park Commissioners of the City of Wichita, Kansas.

"Buildings" means those structures or any portion thereof under the management of the Department of Park and Recreation of the City of Wichita.

"Camp" means to set up, or to remain in or at a campsite, for the purpose of remaining overnight, or establishing or maintaining a temporary place to live.

"Campsite" means any place where:

1. Any bedding, sleeping bag, tarpaulin, cot, bed, hammock, cardboard, newspapers, or other sleeping matter is placed, established, set up, used or maintained; or
2. Any stove, fire or cooking utensils or non-city designated cooking facilities which are placed, established, set up, used or maintained; or
3. Any tent, hut, lean-to, shack, trailer camper, vehicle or any part thereof, or any other shelter or structure which is placed, established, set up, used or maintained.

"Camp paraphernalia" includes, but is not limited to: tarpaulins, cots, beds, sleeping bags, hammocks, cooking equipment, stoves, lanterns, tents, huts, lean-tos, shacks, trailer campers, vehicles or any part thereof, any other sleeping matter, or any other shelter or structure.

"Chief of police" means the chief of police of the city or his or her designee.

"City" means the City of Wichita.

"City council" means the City Council of the City of Wichita.

"City manager" means the City Manager of the City of Wichita, or his or her designee.

"Director" means the Director of the City of Wichita Park and Recreation Department or his or her designee.

"Facilities" or "area" means city-owned, board-owned or leased property, improved or unimproved parks and park amenities which are under the management of the Department of Park and Recreation of the City of Wichita.

"Motorcycle" means every motor vehicle having a seat or saddle for use of the rider and designed to travel on not more than three wheels in contact with the ground.

"Motor-driven cycle" means every motorcycle, including every motor scooter, Segway, four-wheeler or moped, and every bicycle with a motor attached.

"Motor vehicle" means every vehicle which is self-propelled.

"Motorized wheelchair" means any self-propelled vehicle designed specifically for use by a physically disabled person that is incapable of a speed in excess of 15 miles per hour.

"Park" or "parking" means the standing of a vehicle, whether occupied or not.

"Park equipment" means sporting equipment, bleachers, portable stages, landscaping equipment and other similar equipment utilized by the Department of Park and Recreation of the City of Wichita.

"Park property" means any real property owned or under the control of the City of Wichita or the Board of Park Commissioners that is designated for use as a park or recreational facility by the City Council. For the purposes of this section, "under the control of" shall include any property right, including easements or other rights of use, regardless of nature, when such right is granted or designated, in whole or in part, for use as a park, recreational facility or for other recreational purposes."

"Permit" means a document that authorizes the use of parks, equipment or buildings as provided for and defined by this chapter.

"Persons" means individuals, groups, organizations, associations, partnerships, firms and corporations.

"Public right-of-way" means the entire width of the area from property line to property line including that area between the roadway and the abutting private property line.

"Recreational vehicle" means a vehicular-type unit built on or for use on a chassis and designed primarily as living quarters for recreational, camping, vacation or travel use and which has its own motor. "Recreational vehicle" shall include converted buses and motor homes.

"Skateboard" means a device for riding upon, either for sport or transportation, which is propelled by human power, consisting of an oblong piece of rigid material mounted upon wheels or rollers, but excluding wagons, scooters, strollers, carts and toy vehicles."

SECTION 2. Section 9.03.500 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **"Possession and consumption of alcoholic liquor and cereal malt beverage; exceptions and penalties.**

(a) The consumption and possession of alcoholic liquor or cereal malt beverages on park property shall be in compliance with the provisions of Title 4 of the Code of the City of Wichita, and shall be punished as set forth therein.

(b) It is unlawful to possess or consume alcoholic liquor or cereal malt beverage upon property over which easement rights have been granted to the City or to the Board of Park Commissioners when such easement is granted or used for public recreational purposes. Provided, however, the Director may grant written exceptions to this subsection.

(c) Any person violating subsection (b) of this Section of the Code is guilty of a misdemeanor and shall be punished by a fine of not less than fifty dollars (\$50) nor more than two hundred dollars (\$200), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment."

SECTION 3. The originals of Sections 9.03.010 and 9.03.500 of the Code of the City of Wichita, Kansas, are hereby repealed.

SECTION 4. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 16th day of

October, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

Section 9.03.010. Definitions. ...

"Park property" means ~~all grounds, roadways and land acquired and~~ any real property owned or under the control of the Ceity, and all grounds, roadways and land owned by or the Board of Park Commissioners of the City of Wichita, Kansas, which that are is designated for the use as a park or recreational facility by the Ceity Ceouncil and are under the management of the Department of Park and Recreation of the City of Wichita. For the purposes of this section, "under the control of" shall include any property right, including easements or other rights of use, regardless of nature, when such right is granted or designated, in whole or in part, for use as a park, recreational facility or for other recreational purposes."

Section 9.03.500. Possession and consumption of alcoholic liquor and cereal malt beverage; exceptions and penalties.

(a) The consumption and possession of alcoholic liquor or cereal malt beverages on park property shall be in compliance with the provisions of Title 4 Chapters 4.04, 4.12 and 4.16 of the Code of the City of Wichita, and shall be punished as set forth therein.

(b) It is unlawful to possess or consume alcoholic liquor or cereal malt beverage upon property over which easement rights have been granted to the City or to the Board of Park Commissioners when such easement is granted or used for public recreational purposes. Provided, however, the Director may grant written exceptions to this subsection.

(c) Any person violating subsection (b) of this Section of the Code is guilty of a misdemeanor and shall be punished by a fine of not less than fifty dollars (\$50) nor more than two hundred dollars (\$200), or by imprisonment for not more than six (6) months, or by both such fine and imprisonment.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: CON2012-00031 – City Conditional Use request for a Nightclub - Event Center on LC Limited Commercial (“LC”) zoned property; generally located on the northeast corner of 33rd Street North and Arkansas Avenue. (District VI)

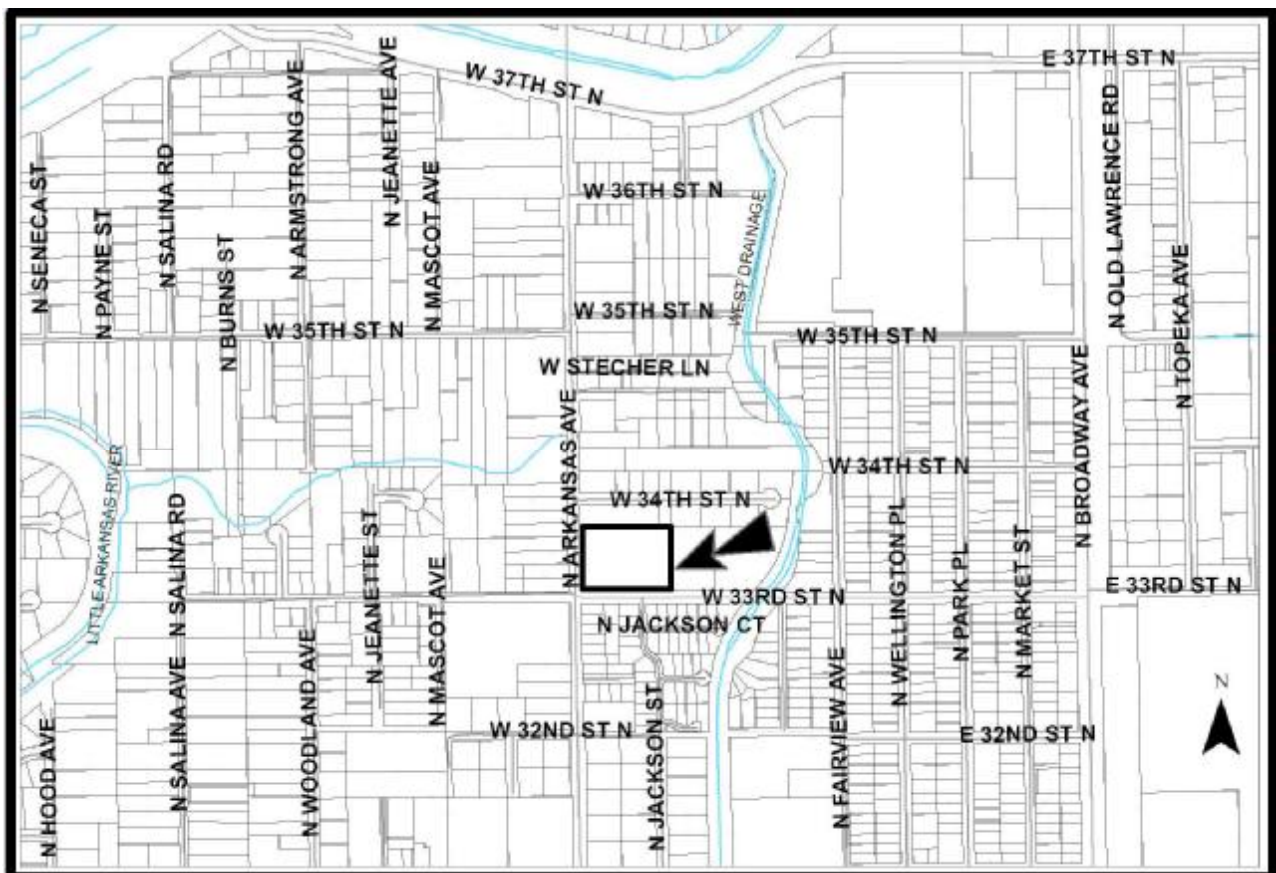
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: Approve (7-5) with the recommended conditions.

DAB VI Recommendation: Approve (6-0) with the recommended conditions.

MAPD Staff Recommendation: Approve with the recommended conditions.



Background: The applicants are requesting consideration for a Conditional Use for a “night club in the city” with “event center” types of restrictions on its availability. The LC Limited Commercial (“LC”) zoned platted lot is located on the northeast corner of 33rd Street North and Arkansas Avenue. The applicants propose to provide a rental facility for special events with the option of consumption of alcoholic and cereal malt beverages and live or DJ music for dancing for patrons; a nightclub in the City; Sec.II-B. 9(b) of the Unified Zoning Code (UZC). Nightclubs are a permitted use in the LC zoning district, but require a Conditional Use when located within 300 feet of church or a place of worship, public park, school, or residential zoning; Sec.III-D.6(w) of the UZC. The site abuts a SF-5 Single-Family Residential (“SF-5”) zoned single-family residential lot. The site is also located within 300 feet of a SF-5 zoned USD 259 elementary school and a MF-29 Multi-Family Residential (“MF-29”) zoned single-family residential subdivision, thus the requested Conditional Use.

SecII-B.4(k) of the UZC defines an event center as “...premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled.” If an event center is located within 300 feet of a church or place of worship, public park, school, or residential zoning district it may be considered for a Conditional Use permit in the LC zoning district; Sec.III-D.6(w). The site abuts a SF-5 Single-Family Residential (“SF-5”) zoned single-family residential lot. The site is also located within 300 feet of a SF-5 zoned USD 259 elementary school and a MF-29 zoned single-family residential subdivision, thus the requested Conditional Use.

The applicants propose to rent the facility out for special events such as weddings, birthdays, corporate events, business meetings, church and religious events, banquets, etc. Days of rental shall be Friday, Saturday and Sunday. Hours of operation are 8 a.m. to 1 a.m. Friday and Saturday. Hours of operation on Sunday shall be 8 a.m. to 10 p.m. The applicant proposes no outdoors activities.

The 6,048-square foot vacant facility’s most recently occupied use was a grocery store. There is no screening between the subject site and the abutting SF-5 zoned properties. The facility has doors facing the abutting SF-5 zoned properties. The facility is part of a 3.21-acre LC zoned retail strip that includes a tavern/drinking establishment, a barber shop, a retail front, the fraternal organization Elks Lodge and some vacant spaces. This LC zoned northeast corner of 33rd Street North and Arkansas Avenue also has a small stand alone hamburger restaurant and a single-family residence. The 3.21-acre subject site is part of 10.22-acres of LC zoned platted property, of which 7.01-acres are not developed; Lot 1 Northgate Center Addition, recorded May 15, 1964. This LC zoned property ends on its east side, up against the City owned West Chisholm Creek drainage channel. There is paved parking for the site and the applicant will have to meet the City parking standards. The UZC requires one parking space for two occupants for a night club.

The abutting north property is under one ownership, but is split by zoning, with a LC zoned single-family residence on the west portion and the remaining eastern portion (yard) zoned SF-5. The dead end residential street Jackson Avenue abuts the rest of the north side of the site. A SF-5 zoned single-family residential neighborhood is adjacent to the northeast side of the site. SF-5 zoned single-family residential neighborhoods are adjacent to its west and south sides. A SF-5 zoned elementary school is located northwest of the site, across 33rd Street North and Arkansas Avenue. A MF-29 zoned single-family residential development is located south of the site across Arkansas. LC zoned single-family residences are adjacent to the north and northwest sides of the site. A LC zoned office-warehouse is located south of the site, across Arkansas.

Analysis: At the DAB VI meeting held August 15, 2012, the DAB voted 6-0 to approve the Conditional Use request for a night club in the City with event center types of restrictions on its availability, subject to the following conditions:

- A. The site shall be in conformance with an approved site plan.
- B. No outdoor sound systems, no outdoor entertainment, recreation, food or drink services are

- permitted on the site.
- C. On site security shall be provided at the times the facility is rented out.
 - D. The facility may be rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled. Days of rental shall be Friday, Saturday and Sunday. Hours of operation 8 a.m. to 1 a.m. Friday and Saturday. Hours of operation on Sunday shall be 8 a.m. to 10 p.m.
 - E. The applicants shall comply with all applicable development standards of the UZC, including but not limited to landscaping, parking and screening.
 - F. Solid screening shall extend across the abutting unimproved Jackson Avenue
 - G. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of an Event Center in the City.
 - H. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

No one spoke against the request at the DAB VI meeting.

At the MAPC meeting held August 16, 2012, the MAPC voted (7-5) to approve the Conditional Use request for a night club in the City with event center types of restrictions on its availability, subject to the above conditions. There were people who spoke against the request at the MAPC meeting. The concerns of the speakers included the noise generated by music and people attending the events, the amount of traffic generated by the events, and the possible unruly behavior by the proposed facility's patrons. Another concern was that the proposed use did not fit in with the neighborhood's school and single-family residences.

In the case of a Conditional Use the action of the MAPC is final unless there are protests or an appeal. There have been protest petitions filed with the City Clerk that equal a 28.57 percent protest, which triggers a three-fourths majority vote of the City Council to approve the request.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application will promote Economic Vitality.

Legal Considerations: If the request is approved an appropriate resolution will be prepared at a later date for review by the Law Department.

Recommendation/Actions: 1) Adopt the findings of the MAPC and approve the request subject to the recommended conditions of approval (three-fourths majority vote required because of protests); 2) deny the request (two-thirds majority vote required), or; 3) return the application to the MAPC for reconsideration (simple majority vote required).

Attachments: Site plan, MAPC minutes, DAB minutes, protest map

North

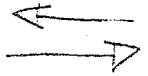
Joyce's
CLUB
DELY

ELKS
LODGE

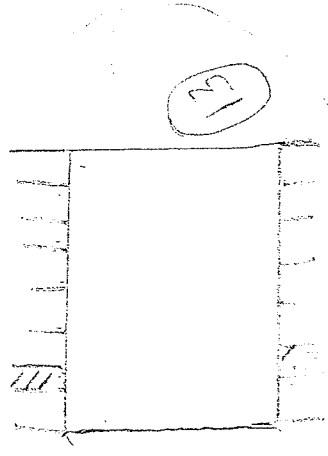
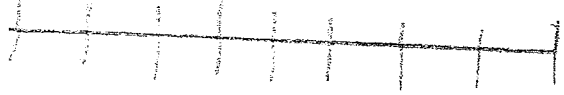
Green

EL CAPITANO

129 PARKING



ARRIVAL



13

45'

435'

K 77'

**EXCERPT MINUTES OF THE AUGUST 16, 2012 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: CON2012-31 – City Conditional Use request for a "night club - event center" on LC Limited Commercial zoned property on property described as:

The West 445 feet of lot 1, Northgate Center Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicants are requesting consideration for a Conditional Use for a “Night Club in the City” with “Event Center” types of restrictions on its availability. The LC Limited Commercial (“LC”) zoned platted lot is located on the northeast corner of 33rd Street North and Arkansas Avenue. The applicant proposes to provide a rental facility for special events with the possible consumption of alcoholic and cereal malt beverages and live or DJ music for dancing for patrons; a nightclub in the city; Sec.II-B, 9(b) of the Unified Zoning Code (UZC). Nightclubs are a permitted use in the LC zoning district, but require a Conditional Use when located within 300 feet of “Church or a Place of Worship,” public “Park,” “School,” or residential zoning; Sec.III-D(w) of the UZC. The site abuts a SF-5 Single-Family Residential (“SF-5”) zoned single-family residential lot and is located within 300 feet of an SF-5 zoned USD 259 elementary school and more SF-5 single-family residential development, thus the requested Conditional Use.

Sec-B.4k. of the UZC defines an Event Center as “...premises that are frequently rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled.” If an Event Center is located within 300 feet of a “Church or Place of Worship,” public “Park”, “School”, or residential zoning district it may be considered for a Conditional Use permit in the LC zoning district; Sec.III-D.6w. The site is within 300 feet of a public school and residential zoning. The applicants propose to rent the facility out for special events such as weddings, birthdays, corporate events, business meetings, church and religious events, banquets, etc. (see attached Exhibit A). The applicants propose to rent the facility out Fridays, Saturdays, Sundays and legal holidays. The applicants propose to be open from 8 a.m. to 2 a.m. The applicant proposes no outdoors activities.

The 6,048-square foot vacant facility’s most recently occupied use was a grocery store. There is no screening between it and the abutting SF-5 zoned properties. The facility has doors facing the abutting SF-5 zoned properties. The facility is part of an LC zoned retail strip that includes a tavern/drinking establishment, a barber shop, a retail front, the fraternal organization Elks Lodge and some vacant spaces. This LC zoned northeast corner of 33rd Street North and Arkansas Avenue also has a small stand alone hamburger restaurant and a single-family residence. 7.01-acres of the LC zoned corner are not developed. The LC zoned property ends on its east side against the city owned West Chisholm Creek drainage channel. There is paved parking for the site and the applicant will have to meet the city parking standards. The UZC requires one parking space for two occupants for a night club.

The abutting north property is under one ownership, but is split by zoning, with a LC zoned single-family residence on the west portion and the remaining eastern portion zoned SF-5. The dead end residential street Jackson Avenue abuts the rest of the north side of the site. A SF-5 zoned single-family residential neighborhood is adjacent to the northeast side of the site. SF-5 zoned single-family residential neighborhoods are adjacent to its west and south sides. A SF-5 zoned elementary school is located northwest of the site, across 33rd Street North and Arkansas Avenue. A MF-29 Multi-Family Residential (“MF-29”) zoned single-family residential development is located south of the site across Arkansas. LC zoned single-family residences are adjacent to the north and northwest sides of the site. A LC zoned office-warehouse is located south of the site, across Arkansas.

CASE HISTORY: The site is part of the west 445 feet of Lot 1 Northgate Center Addition, which was recorded with the Sedgwick County Register of Deeds May 15, 1964. Staff has received calls seeking information or expressing concern about the request.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, LC	Single-family residences, dead end street
SOUTH:	LC, SF-5	Small restaurant, single-family residences, office-ware-house
EAST:	LC	Vacant land
WEST:	SF-5, LC	Public elementary school, single-family residences

PUBLIC SERVICES: 33rd Street North appears to be a two-lane collector street at this location. Arkansas Avenue is a two-lane minor arterial street at this location. All utilities are available to the site. Staff has received calls from residents in the neighborhood expressing concerns about the proposed use.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” depicts this location as being appropriate for “local commercial,” which contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair or service stations, grocery stores, florist shops, restaurants and personal service facilities.

The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials and should have site design features, which limit noise, lighting, and other activity from adversely impacting surrounding residential areas. The proposed night club is located within an existing commercial development, with direct access onto the Arkansas Avenue two-lane minor arterial street and the 33rd Street North two-lane collector street. The abutting north property is under one ownership, but is split by zoning with a LC zoned single-family residence on the west portion and the remaining eastern portion zoned SF-5. The unimproved residential street Jackson Avenue dead ends the north side of the site. A SF-5 zoned single-family residential neighborhood is adjacent to the northeast side of the site. There is a paved 20-foot fire lane and utility easement between the site and the north abutting property which offers minimal buffering. There is no screening between the site and the north abutting property

The UZC requires a Conditional Use for a night club when located within 300 feet of “Church or a Place of Worship,” public “Park,” “School,” or residential zoning. The site abuts a SF-5 Single-Family Residential (“SF-5”) zoned single-family residential lot and is located within 300 feet of an SF-5 zoned USD 259 elementary school and more SF-5 single-family residential development, thus the requested Conditional Use. There is a small neighborhood tavern/drinking establishment (bar) located in the same retail strip as the site, thus a similar use is already in the neighborhood. A key difference between the existing bar and the proposed night club is the size of the proposed night club. The proposed 6,048-square foot vacant facility dwarfs the existing bar and as such may increase the chance for it to become a nuisance to the neighborhood, as it could attract a large number of people. The applicants’ proposal to rent the facility out as needed and only on Fridays, Saturdays and Sundays helps reduce the nuisance factor, but the initially proposed 2 a.m. closing time, especially on Sundays is a concern. Another concern is how to find a business that can successfully occupy this 6,048-square foot vacant facility (most recently a failed grocery store), which in turn could help revitalize an underdeveloped commercial property, which at best may attract local commercial use. The location of this LC zoned property along a minor arterial and collector street may limit its visibility and access beyond the immediate neighborhood.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for a night club be APPROVED, subject to the following conditions:

- A. The site shall be in conformance with an approved site plan.
- B. No outdoor entertainment, recreation, food or drink services are permitted on the site.
- C. The facility may be rented out for public or private activities that are not repeated on a weekly basis, and are not open to the public on a daily basis at times other than when an event is scheduled. Days of rental shall be Friday, Saturday and Sunday. Hours of operation 8 a.m. to 1 a.m. Friday and Saturday. Hours of operation on Sunday shall be 8 a.m. to 10 p.m.
- D. The applicants shall comply with all applicable development standards of the UZC, including but not limited to landscaping, parking and screening.
- E. Solid screening shall extend across the abutting unimproved Jackson Avenue
- F. The applicant shall obtain, maintain, and comply with all applicable permits and licenses necessary for the operation of an Event Center in the City.
- G. If the Zoning Administrator finds that there is a violation of any of the conditions of the Conditional Use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the Conditional Use is null and void.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The site is part of an underdeveloped LC zoned property located on the northeast corner of Arkansas Avenue and 33rd Street North. The site is part of the 3.21-acre developed portion of the (+) 10-acre LC zoned property. This developed portion of the property is a retail strip that includes a tavern/drinking establishment, a barber shop, a retail front, the fraternal organization Elks Lodge and some vacant spaces in the retail strip. The retail strip is struggling. This LC zoned northeast corner of 33rd Street North and Arkansas Avenue also has a small stand alone hamburger restaurant and a single-family residence. A SF-5 zoned single-family residential neighborhood is adjacent to the northeast side of the site. SF-5 zoned single-family residential neighborhoods are adjacent to its west and south sides. A SF-5 zoned elementary school is located northwest of the site, across 33rd Street North and Arkansas Avenue. A MF-29 Multi-Family Residential (“MF-29”) zoned single-family residential development is located south of the site across Arkansas. LC zoned single-family residences are adjacent to the north and northwest sides of the site. A LC zoned office-warehouse is located south of the site, across Arkansas.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned LC which allows a wide variety of retail, office and residential uses. The site could be used as zoned and developed or redeveloped as currently zoned. A concern is how to find a business that can successfully occupy this 6,048-square foot vacant facility (most recently a failed grocery store), which in turn could help revitalize an underdeveloped commercial property, which at best may attract local commercial use.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed night club will be rented for special events only on Fridays, Saturdays and Sundays which help could minimize detrimental impact on nearby property. However the proposed 6,048-square foot vacant facility dwarfs the existing bar (a similar use, but open to the public, every day) and as such may increase the chance for it to become a nuance to the neighborhood, as it could attract a large number of people. Enforcement of these restrictions may fall outside the hours and days of the City’s Code Enforcement division, which leaves the Police Department as the group that may get the call for enforcement. The Police Department does not operate under

the same codes as Code Enforcement. The site needs to meet the code required parking, screening and landscaping standard to further minimize detrimental impact on nearby property.

4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The “2030 Wichita Functional Land Use Guide” depicts this location as being appropriate for “local commercial,” which contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes: medical or insurance offices, auto repair or service stations, grocery stores, florist shops, restaurants and personal service facilities. A night club limited to a rental special event facility would be in general conformance with the local commercial designation. Also, the UZC requires a Conditional Use for a night club when located within 300 feet of “Church or a Place of Worship,” public “Park,” “School,” or residential zoning. The site abuts a SF-5 Single-Family Residential (“SF-5”) zoned single-family residential lot and is located within 300 feet of an SF-5 zoned USD 259 elementary school and more SF-5 single-family residential development, thus the requested Conditional Use.
5. **Impact of the proposed development on community facilities:** None identified.

BILL LONGNECKER, Planning Staff presented the Staff Report.

CHUCK WARREN asked specifically on the question of security, is there specific wording to that?

LONGNECKER said onsite security must be present when the facilities are being rented out.

WARREN said that it doesn’t matter where there, because alcohol can be served at any event, then security would be necessary at any event.

LONGNECKER stated correct, yes. It doesn’t mean alcohol will be served at all events, but the applicant wants that option to be available for people who rent it out.

M.S. MITCHELL asked without the recommendations of the DAB, would the speakers be permitted outdoors.

LONGNECKER stated that he wasn’t thinking so, with no outdoor entertainment, recreation, food or drink services, he thought he had that covered, but he has no objection with going ahead and being more articulate with the speakers.

GEORGE SHERMAN asked that maybe this is a question for legal, but is a condition for a requirement like security guards something that a zoning case can apply to a property.

LONGNECKER said that wasn’t a recommendation by staff, but we are looking at a recommendation from the District Advisory Board, which he felt has more discretion than we do. Perhaps legal can answer that.

JEFF VANZANDT, ASSISTANT CITY ATTORNEY said that he would have to check on it, but didn’t think that there is any prohibition for providing that requirement.

JOSE VASQUEZ, APPLICANT asked if the Commission had any question for him.

SHAWN FARNEY, CHAIRMAN asked the applicant if he was in agreement with the recommendations for the hours and such?

VASQUEZ stated yes he was.

DAVID FOSTER asked about the recommendations by the DAB relative to the security requirement whenever the facility is in use?

VASQUEZ stated that they planned on having security guards at the premises when it is rented and he has already talked to the police department and they are will to work on having officers in there.

PATRICIA STEBBINS, 3500 NORTH ARKANSAS AVE. stated that her biggest concern is the noise level. In the past they had previous things down there in that area where the music playing so loud and she is very close to that area that it just goes on and on. Afterwards the traffic going up down, the cars in the parking lot where there are people out there playing around and music and everything. She stated she is very concerned about the noise level that late in the evening for us that live so close to that area and again the traffic, continues traffic up and down, speeding into everything, that's her biggest concern. Thank you.

FOSTER asked if the noise is from the cars or is it from the facility itself.

STEBBINS said it was from the facility itself. They had something there approximately a couple months ago that they had over there and the noise was just awful for everybody, especially after 10-11 o'clock in the evening. Then after it was over the traffic going both ways, which they would go north past where she lives, they were speeding and then you would go into the parking lot and with the cars out there with people talking and the beer bottles, you would go up and down the road and find beer bottles and things that people throw out. So it's really inconvenient.

ALDRICH asked when she says "they", is it the current applicant?

STEBBINS said she really can't say for sure, she knew there was something there approximately six weeks to two months ago that I was just only told it was them, but I could really be wrong. Based on that, if it's anything like that with the noise, when they open their doors and close them with people going outside, the music is just terrible because it's so loud.

CINDY DAVIS, 3386 NORTH JACKSON COURT stated that her backyard would be up against the street. She stated that the neighborhood is full of children and it's a fairly new community and she would hope that the Commission would consider safety. There is a lot of traffic, people going through the neighborhood, and she realizes that it's going to be later in the evening, but also the beer bottles and so forth and noise does carry over there. She does not feel that it is very appropriate to have something like that right there so close to their homes. She just wanted to share that.

LISA LAVARGAS, 3374 NORTH JACKSON COURT stated that she is Cindy's neighbor and her backyard is also on the street there on 33rd Street. She said she fears for the safety of the kids. There have been many nightclubs where we see in the news where there are shootings and fighting and all kinds of stuff, even with security there. She said that she is very afraid of a shooting and one of their houses being hit and any fighting and violence that might happen and our kids being there to witness it. Even if it's late, you always have drunk drivers coming out of the clubs. They could possibly drive into our street and not being in their senses completely and that they could drive into the houses and crash into any of their houses or kids or anything like that. She said she is very concerned about the safety as well.

VASQUEZ, APPLICANT stated that they have not been in operation there yet. The place next door the rented for parties, weddings and all that and that is where all that noise is probably coming from. He stated they have not been working out of that site.

WARREN asked with the requirements that you not have any outdoor music or any allowed on the property, do you have a plan on how to control the parking on your property and the loud music. He stated that some of these cars have sound systems that are extremely loud and how could you maintain that situation?

VASQUEZ stated they will have security indoors and outdoors and keeping that down, and they will not allow any alcohol or beer out in the parking lot. That is their goal.

FOSTER asked if he could explain any more about the facility that is adjacent to his site.

VASQUEZ stated that it is vacant right now.

MITCHELL asked a question to city legal regard in the two conditions that were added by the DAB, the speakers and security. How would those be enforced?

VANZANDT stated the enforcement of that would be through the Wichita Police Department through the noise ordinance or for the alcohol in public, anything in that nature.

MITCHELL asked if that is in effect anytime.

VANZANDT stated correct, the difference would be, the level of the noise is always in effect through our noise ordinance whether they have this specific requirement of no speakers outside and that is more specific that what our noise ordinance would allow.

MITCHELL asked that the police could enforce the no speakers outdoors.

VANZANDT stated that if those speakers were causing the noise to create a violation of the noise ordinance.

BILL JOHNSON asked about the club over in the shopping center and if they were exempt or different. He stated that he doesn't know how you would tell whose cars are whose and whose speakers what. He stated that apparently the applicant has no problems with the conditions but he didn't know if it would create problems later when it's not even under his control.

GEORGE SHERMAN asked who enforces them having security there. If they have a wedding without security is there a big camera in the sky that tells us that, seems like a difficult zoning thing to enforce. He assumed it's not something the police could enforce. We could revoke the Conditional Use permit I guess.

DALE MILLER, CURRENT PLANS MANAGER stated he assumed it would be like most things where someone would have to call and file a complaint and then OCI would have to figure out some way to proactively check.

ALDRICH stated that the City of Wichita just got done redoing, not long ago, the city ordinance governing nightclubs and such and they have really cracked down and made things more enforceable and he doesn't see any difference on this. They will have to have a permit to sell alcohol or they can wind up

jeopardizing that if things get out of hand. He stated that is point is that law enforcement does have more tools and teeth then what they had in the past.

JOHN MCKAY asked about the hours that the DAB talked about.

LONGNECKER stated Condition C on page four of the report states the days of rental on Friday, Saturday and Sunday with the hours of operation 8am to 1am Friday and Saturday, and hours of operation on Sunday 8am to 10pm.

MCKAY asked that they will only be open for three days a week.

LONGNECKER stated that they are available for rental three days a week, it does not mean they will be open three days a week just that they are available for rental three days a week.

MCKAY said he is going back to what everybody else is asking, how you are going to control that hourly, deal, or whatever it might be.

LONGNECKER said that staff recognizes the point that you got two different things going. You got code enforcement, which looks at these Conditional Uses, but the staff report recognizes the fact that these days and hours of operation that code enforcement will largely be absent therefore your next enforcement agency is going to be the police department. He said that one of the things he does on Conditional Uses with bars is that we give notice to the police department, the vice squad, so they can check out the applicant and set in development review if they need to on these reports. The two cases you have today received nothing negative from the police, but again, the enforcement will largely fall on the police, but that's the same for any nightclub. Unless they want to pay code enforcement overtime and have them work on weekends and after hours.

WARREN stated what he is hearing is if the people that live in the neighborhood feel that the applicant is violating the conditions that are set forth, if it's during normal business hours, they would call code enforcement and if it's after hours then they would call the police department and they would be the enforcer.

LONGNECKER stated yes.

FOSTER stated he had two questions. He wanted to make sure he understood Condition C, it says the facility may be rented out for public or private activities. Is that the only time the facility is opened, Friday, Saturday and Sunday?

LONGNECKER stated that's when the facility is available to be opened.

FOSTER asked if it's not going to be opened at any other time.

LONGNECKER stated correct.

FOSTER said for his second question that he couldn't recall any fencing on the north side of the property, near Jackson Court.

LONGNECKER showed a picture showing the area looking towards Jackson Street. He stated there is a twenty foot wide alley and utility easement that runs between the site and the abutting property. He stated that there is no fencing and no screening and that we are looking at getting some screening along the north side of the site. There will be some screening that will have to be in place. He stated that one of the

interesting things about this site is there is SF-5 zoning to the north along with LC zoning where there is currently a single-family residence. The screening would only have to screen the SF-5 zoned property and not the LC zoned residential homes.

FOSTER asked about screening along the south side, along the north side of 33rd Street?

LONGNECKER stated that we are not looking for screening there. He said that he supposes that if we are trying to cut down on headlights going into the residences, you could like at something like a four foot solid fence there to cut down on the light going into residences. Other words, a four foot high fence would be high enough to block out the headlights, basically reduce it to two points of entrance.

GEORGE SHERMAN stated that he is sure they have gone through this, but are we okay for parking there?

LONGNECKER stated that after looking at it, yeah we are okay for parking.

MCKAY stated that he noticed that the applicant is different from the ownership, and all these things that you are talking about are going to have to be done. Is the owner aware of that?

LONGNECKER stated that the owner has a copy of the staff report, we called up the owner yesterday, the owner is out of town till next week and the owner signed the application form, so he gave permission to do this.

MCKAY asked that on the application form did it say he had to do this.

LONGNECKER stated no, but he gave okay for the applicant to make application. Again, Mr. McKay, we made contact with the owner yesterday and we haven't been able to get a response from him.

MOTION: To approve, with the addition of the sound system and security conditions as recommended by the District Advisory Board and staff recommendations.

DENNIS moved, **FARNEY** seconded the motion.

SUBSTITUTE MOTION: To approve with the addition of the sound system restriction and staff recommendation.

ALDRICH moved, no second, **SUBSTITUTE MOTION** fails.

FARNEY stated he will call the vote on the original motion.

FOSTER stated if there was any concern for car lights and things going into the residential area to the south there since that would not have required screening. Is that something that ought to be considered?

LONGNECKER stated that the only thing we would look at with screening would be imposing some type of landscaping which would require them to jackhammer out the parking lot.

WARREN stated that the difficulty in getting the second motion shows the lack of enthusiasm for this, but at the same time he's not finding any reason to deny it. He stated he thinks the applicant has done their due diligence and staff has done the things that they needed to do, so he's ready to go forward, but his comment to the neighbors would be to know that there are a few things that you could do if the applicant does not follow the rules and regulations. This is one where he holds his nose and votes yes.

ALDRICH stated he agreed with what Mr **WARREN**, but his only concern is that we are putting restrictions as far as security on business here, yet there are other shared businesses on the same property and not sure how we can do that.

WARREN understood **ALDRICH**'s point, but at the same time in an effort to try to protect the neighbors as much as we can and since the applicant is in agreement with security, he would not be interested in doing away with the condition.

ALDRICH stated he is no opposed to the application at all, just wanted to make those comments.

MILLER-STEVENS stated she wanted to make a substitute motion approving the request per staff comments, disregarding the additional conditions approved by the District Advisory Board. She stated that we have laws and ordinances in place that can address any issue that comes up. With it being a nightclub, as Commissioner **ALDRICH** stated those laws has been looked at before and police work with owners to train or provide security. She stated that we didn't need to second guess, or try to redirect the police department.

SUBSTITUTE MOTION: To approve per staff recommendations.

MILLER-STEVENS moved, **MCKAY** seconded the motion, and it failed (6-6).

DENNIS stated that he will not be voting in favor of the substitute motion for a couple reasons; one is that we frequently put restrictions on outdoor speakers whenever they are in close proximity to residential housing and this is in close proximity to residential housing and he sees no problem on the outdoor speaker restriction. The second part on the security, he understands the concern on how one would enforce that one, but the applicant has already agreed to it and said that they will do it and take care of it and at that point he is almost taking responsibility for everything in that shopping area. So he doesn't see any reason to, he understands what **MILLER-STEVEN**S is saying, but he doesn't support the alternate motion.

FARNEY stated he will call the vote on the original motion.

DENNIS moved, **FARNEY** seconded the motion, and it failed (6-6).

MILLER stated that equals a denial unless there is another motion.

ALDRICH stated that he would like to have more discussion on it and then see if the vote will change on that because he didn't want to see a denial on this because we are hung up on one or two little issues. He stated he understands the applicant doesn't have a problem furnishing security, but that is something that should be left up to him to do that and the city ordinances governing nightclubs and operations that a lot of time, effort and resources were put on, it gave law enforcement a lot more tools to help do their job and to help protect the residents and other businesses. He stated that it doesn't make any sense to add things or requirements that are already covered under the ordinance.

GEORGE SHERMAN stated he thinks he is totally on the opposite side of what Mr. **ALDRICH** was saying. He stated that this is a Condition Use application and we are here to put on as many conditions on it when we approve it to protect the neighborhood. He said that frankly whether he agreed to security or not, he thought that was a good addition. Friday, Saturday and Sunday night there are places all over town that have noise issues and other issues that police are busy with, he felt that if we can give the neighborhood a little added benefit that there is a security person there onsite, it may enforce some of

those issues and it makes a lot of sense to me. He stated that the outdoor speakers are not permitted by code, but if we could add another condition because one of the main things is that it puts some teeth on a condition. He said with a Conditional Use permit that if the conditions are violated they can revoke the Conditional Use, which is item number G on the report. He said it makes sense to have that there and that's why he voted against the first substitute without those added and voted in favor with those added.

FOSTER said that he would like to hear from one of the residents along Jackson Court to the current concerns that they would have for the event center going in. Could someone from Jackson Court please come forward from the public and please restate their concerns?

CINDY DAVIS stated that noise is a concern even without the outdoor speakers; we are still concerned about the noise if it is a nightclub issue. She stated they are concern about the safety, because there are so many families and so many small children in the area. She said that she wants to be protected from people coming into our neighborhood. She stated they live on a court so people will speed down our court and there is no way to get out, so they turn back around in our small neighborhood and they drive out. She said she is concerned with the alcohol, trash and everything ended up in our yards. She asked if there were any specific questions.

FOSTER said he wanted to get a better understanding. He asked just to confirm, along the north, on those properties on north Jackson Court that there is no fencing.

DAVIS stated that they do have a fence along the residential, we have wrought iron.

DON SHERMAN asked legal if he had speakers outside of his private residence and they are blasting out loud, police is going to come out and tell me to knock it off, correct?

VANZANDT answered yes, if there is a complaint.

DON SHERMAN asked if I turn it down and then turn it back up and they come out the second time, they are more than likely going to cite me for something, correct?

VANZANDT stated correct.

DON SHERMAN said that without any type of special ordinance or anything, that's just the regular noise ordinance.

VANZANDT stated correct.

DON SHERMAN asked on the security, on the new nightclub ordinance, does it require that security is at a nightclub?

VANZANDT stated he did not know for sure and he would have to double check that.

DON SHERMAN asked **ALDRICH** if he knew.

ALDRICH answered he didn't remember.

DON SHERMAN stated that his point is if it's not required, he didn't think they needed to put it on the police to determine if a club needed a security guard or not. That's just a bunch of ambiguity and OCI is not the ones who are going to investigate this because they are going to be off, it's going to be on the police. So basically on the noise ordinance and the security, he thinks it's just a mute issue and we

shouldn't have the police determine to try to decipher which clubs or which venues have to have a security guard. He stated they had better things to do than that and with the noise ordinance; it's already covered by common sense and by the laws that are already on the books. He stated that is why he voted with **MILLER-STEVENS**.

WARREN stated that he appreciated the comments and understood where he was coming from, but the difference is it puts the onus on the operator; if an individual is in violation of the noise ordinance then they could cite the individual and it doesn't cause the owner to be concerned. If someone pulls into his parking lot and is blaring his sounds, the operator is taking on the responsibility to go out and ask them to turn it down and to watch out for the neighborhood or its going to be his operation that's in jeopardy. So he thinks it adds an element that has the operator trying to keep things in line rather than on the police department. The other aspect is the same way with security. If there is a problem this gives the neighborhood the opportunity to call and complain and if they are not living up to that obligation, then the right to operate could be revoked much simpler. He stated he is not a big fan of adding new responsibilities on to the police department but in this case, to try to give the neighborhood a little more breathing room, that's why he is in favor of those conditions.

GEORGE SHERMAN stated that this is a Conditional Use request, what Mr. **SHERMAN** is talking about is nightclubs permitted by right on the property. This individual has no right to put one here without getting a Conditional Use and along with that comes some special conditions because of the reason that required the Conditional Use; the nearby neighbors, the church and other things like that. He feels that it is proper and is will to try a motion.

FOSTER said he wanted to make an observation on the speakers. The way he understood the additional condition, if the speakers aren't there then in theory you will not have the noise issue so that's the thought about adding that in because the speakers wouldn't be there to create the noise problem. He is ready to hear Mr. **SHERMAN**'s motion, and he has one as well.

GEORGE SHERMAN added that the additional teeth here are that at a home they might fine you, but here, he might lose his operation.

MOTION: To approve, with the addition of the sound system and security conditions as recommended by the District Advisory Board and fence screening along the south side of the parking area and staff recommendations.

FOSTER moved, motion failed due to the lack of a second.

JOHNSON asked legal if the fence could only be put in front of the application space and not the balance of the shopping center, but since the motion failed it doesn't matter.

MOTION: To approve, with the addition of the sound system and security conditions as recommended by the District Advisory Board and staff recommendations.

GEORGE SHERMAN moved, **WARREN** seconded the motion, and it carried (7-5).

FILE COPY



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: CON2012-00031 City Conditional Use request for a night club in the city as a rented out facility on LC Limited Commercial zoned property; generally located on the northeast corner of 33rd Street North and Arkansas Avenue

DATE: August 16, 2012

On Wednesday, August 15, 2012 the District VI Advisory Board (DAB) considered City Conditional Use request for a night club in the city as a rented out facility on LC Limited Commercial zoned property; generally located on the northeast corner of 33rd Street North and Arkansas Avenue.

The members were provided the MAPD staff report for review prior to the meeting. *Bill Longnecker, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

The Board asked/made the following questions/comments:

- What time would this location be open on Friday's?
- Would alcohol be served at 8 a.m.?
- Have Police been notified of this request?
- Was the neighborhood notified and did they express any concerns?
- Would there be outdoor sound amplification?
- How many bars within a mile of this location?
- There will be no cooking on site, correct?

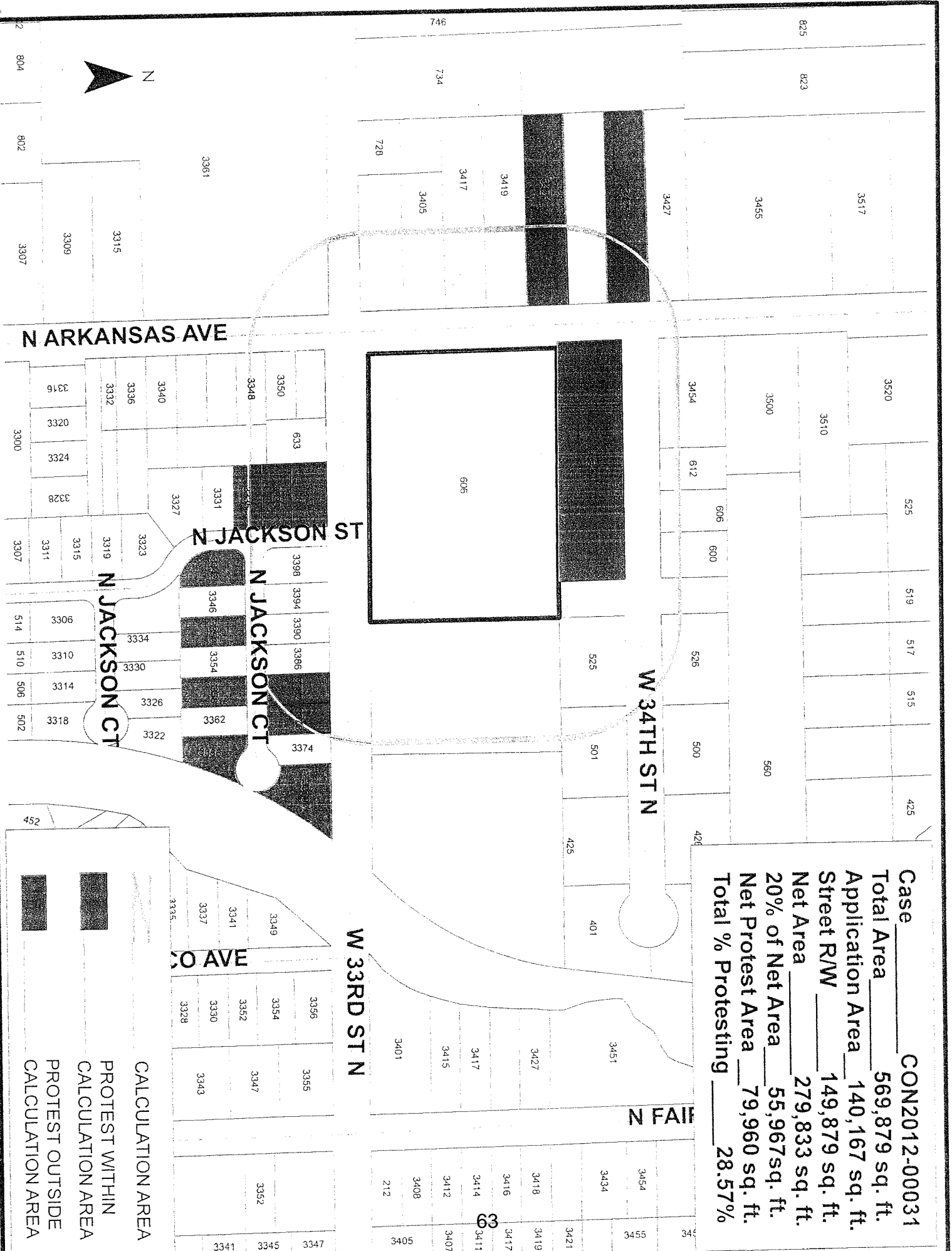
There were no public to speak in favor or opposition of this request.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council Approval (6-0) of the conditional use request subject to the findings listed in the staff report with addition of no external sound system be allowed and facility is to have on-site security when rented.

Please review this information when ZON2012-00031 is considered.

mtd

Case CON2012-00031
 Total Area 569,879 sq. ft.
 Application Area 140,167 sq. ft.
 Street R/W 149,879 sq. ft.
 Net Area 279,833 sq. ft.
 20% of Net Area 55,967 sq. ft.
 Net Protest Area 79,960 sq. ft.
 Total % Protesting 28.57%



City of Wichita
City Council Meeting
October 2, 2012

TO: Wichita Housing Authority Board Members

SUBJECT: Public Hearing – 2013 Annual Agency Plan

INITIATED BY: Housing and Community Services Department

AGENDA: Housing Authority (Non-Consent)

Recommendation: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2013 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U.S. Department of Housing and Urban Development.

Background: On October 21, 1998, the Quality Housing and Work Responsibility Act of 1998 (QHWRA) was signed into law as part of the FY 1999 Appropriations Bill. One provision of the Act is the mandate for public housing authorities to prepare an annual operating plan. The annual plan governs the Public Housing and Housing Choice Voucher programs and must include at a minimum: information on the housing needs of the locality; population served; method of rent determination; general operating policies and procedures; capital improvements; unmet housing needs of families with incomes less than 30 percent of median income; and efforts to coordinate programs.

The Wichita Housing Authority (WHA) is required to obtain input into the plan from the Tenant Advisory Board and to hold a public hearing. In the event that the Housing Authority Board receives written or oral comments from the public which are deemed significant enough to amend the Plan, the Housing Authority Board may amend the plan and certify the plan as amended. After the Housing Authority Board considers comments submitted at the hearing and approves the WHA 2013 Annual Plan as prepared or with amendments, WHA staff will transmit the Annual Plan using the required submission electronic template.

Analysis: The proposed WHA 2013 Annual Plan has only one change and that is an increase in the minimum rent for Public Housing, from zero to \$50 a month. The \$50 minimum rent provision has been in the Housing Choice Voucher program plan since 2006 and is a common practice in most housing authorities. WHA staff presented the Annual Plan to the Tenant Advisory Board on September 11, 2012 and received a unanimous approval.

Financial Considerations: The 2013 Capital Fund Budget is a part of the 2013 Annual Plan and is considered approved with adoption of the Plan. There are no General Funds associated with administering this Annual Plan.

Goal Impact: The 2013 Annual Agency Plan contributes to the City Goal of Economic Vitality and Affordable Living.

Legal Considerations: The certification of the 2013 Annual Plan will bring the WHA into compliance with the Quality Housing and Work Responsibility Act of 1998. The Law Department has reviewed and approved the certifications as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board conduct the public hearing, close the hearing, approve the Wichita Housing Authority 2013 Annual Agency Plan, and authorize the necessary signatures to certify the Plan for submission to the U. S. Department of Housing and Urban Development.

Attachments:

2013 Annual Agency Plan
2013 Agency Plan Elements
Wichita Housing Authority Board Certification
Certification for a Drug-Free Workplace
Certification of Payments to Influence Federal Transactions
Disclosure of Lobbying Activities
Civil Rights Certification
Tenant Advisory Board Comments
Challenged Elements
Certification of Consistency with the Consolidated Plan

City of Wichita Housing Authority

Challenged Elements on the 2013 Annual Agency Plan

The 2013 elements and agency policies were made available to the public for inspection beginning August 15, 2012. The Wichita Housing Authority has not received a challenge to any of the elements or policies.

Brad Snapp, Assistant Director

Date

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

Annual Plan Elements for Fiscal Year 2013

Public Supplement

**PHA Plan
Agency Identification**

PHA Name: City of Wichita Housing Authority **PHA Number:** KS004

**Annual PHA Plan
PHA Fiscal Year 2013**
[24 CFR Part 903.7]

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1. Eligibility, Selection and Admissions Policies, including Deconcentration and Waiting List Procedures

[24 CFR Part 903.7 9 (c)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete subcomponent 3A.

(1) Eligibility

- a. When does the PHA verify eligibility for admission to public housing? (select all that apply)
- ☐ When families are within a certain number of being offered a unit: (state number)
 - ☐ When families are within a certain time of being offered a unit: (state time)
 - ☒ Other: subsequent to formal application during Preoccupancy Meeting
- b. Which non-income (screening) factors does the PHA use to establish eligibility for admission to public housing (select all that apply)?
- ☒ Criminal or Drug-related activity
 - ☒ Rental history
 - ☒ Housekeeping
 - ☐ Other (describe)
- c. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- d. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- e. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)

(2)Waiting List Organization

- a. Which methods does the PHA plan to use to organize its public housing waiting list (select all that apply)
- ☒ Community-wide list
 - ☐ Sub-jurisdictional lists
 - ☐ Site-based waiting lists
 - ☐ Other (describe)
- b. Where may interested persons apply for admission to public housing?
- ☒ PHA main administrative office
 - ☐ PHA development site management office
 - ☒ Other – Online via web site

c. If the PHA plans to operate one or more site-based waiting lists in the coming year, answer each of the following questions; if not, skip to subsection **(3) Assignment**

1. How many site-based waiting lists will the PHA operate in the coming year? 0

2. ☐ Yes ☐ No: Are any or all of the PHA's site-based waiting lists new for the upcoming year (that is, they are not part of a previously-HUD-approved site based waiting list plan)?
If yes, how many lists?

3. ☐ Yes ☐ No: May families be on more than one list simultaneously?
If yes, how many lists?

4. Where can interested persons obtain more information about and sign up to be on the site-based waiting lists (select all that apply)?

- ☐ PHA main administrative office
- ☐ All PHA development management offices
- ☐ Management offices at developments with site-based waiting lists
- ☐ At the development to which they would like to apply
- ☐ Other (list below)

(3) Assignment

a. How many vacant unit choices are applicants ordinarily given before they fall to the bottom of or are removed from the waiting list? (select one)

- ☒ One (fall to the bottom of the waiting list)
- ☐ Two
- ☒ Three or More (removed from the waiting list)

b. ☒ Yes ☐ No: Is this policy consistent across all waiting list types?

c. If answer to b is no, list variations for any other than the primary public housing waiting list/s for the PHA:

(4) Admissions Preferences

a. Income targeting:

☒ Yes ☐ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 40% of all new admissions to public housing to families at or below 30% of median area income?

b. Transfer policies:

In what circumstances will transfers take precedence over new admissions? (list below)

☐ Emergencies

- ☒ Overhoused
- ☒ Underhoused
- ☒ Medical justification
- ☒ Administrative reasons determined by the PHA (e.g., to permit modernization work)
- ☐ Resident choice: (state circumstances below)
- ☐ Other: (list below)

c. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to public housing (other than date and time of application)? (If “no” is selected, skip to subsection **(5) Occupancy**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences:

- ☒ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden (rent is > 50 percent of income)

Other preferences: (select below)

- ☒ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans’ families
- ☐ Residents who live and/or work in the jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

1 Date and Time

Former Federal preferences:

- 1 Involuntary Displacement (Disaster, Government Action, Action of Housing
☐ Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden

Other preferences (select all that apply)

- 1 Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in the jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) (list below)

4. Relationship of preferences to income targeting requirements:

- ☐ The PHA applies preferences within income tiers
☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Occupancy

a. What reference materials can applicants and residents use to obtain information about the rules of occupancy of public housing (select all that apply)

- ☒ The PHA-resident lease
☒ The PHA's Admissions and Continued Occupancy policy
☒ PHA briefing seminars or written materials
☒ Other source: Housekeeping video

b. How often must residents notify the PHA of changes in family composition? (select all that apply)

- ☐ At an annual reexamination and lease renewal
☒ Any time family composition changes
☐ At family request for revision
☐ Other (list)

(6) Deconcentration and Income Mixing

- *a. ☒ Yes ☐ No: Does the PHA have any general occupancy (family) public housing developments covered by the deconcentration rule? If no, this section is complete. If yes, continue to the next question.
- *b. ☐ Yes ☒ No: Do any of these covered developments have average incomes above or below 85% to 115% of the average incomes of all such developments? If no, this section is complete.

* - New questions added by PIH Notice 2001-4

If yes, list these developments as follows:

Deconcentration Policy for Covered Developments			
Development Name:	Number of Units	Explanation (if any) [see step 4 at §903.2(c)(1)(iv)]	Deconcentration policy (if no explanation) [see step 5 at §903.2(c)(1)(v)]

- a. ☐ Yes ☒ No: Did the PHA's analysis of its family (general occupancy) developments to determine concentrations of poverty indicate the need for measures to promote deconcentration of poverty or income mixing?
- b. ☐ Yes ☒ No: Did the PHA adopt any changes to its **admissions policies** based on the results of the required analysis of the need to promote deconcentration of poverty or to assure income mixing?
- c. If the answer to b was yes, what changes were adopted? (select all that apply)
- ☐ Adoption of site-based waiting lists
If selected, list targeted developments below:
- ☐ Employing waiting list "skipping" to achieve deconcentration of poverty or income mixing goals at targeted developments
If selected, list targeted developments below:

☐ Employing new admission preferences at targeted developments
If selected, list targeted developments below:

☐ Other (list policies and developments targeted below)

d. ☐ Yes ☒ No: Did the PHA adopt any changes to **other** policies based on the results of the required analysis of the need for deconcentration of poverty and income mixing?

e. If the answer to d was yes, how would you describe these changes? (select all that apply)

- ☐ Additional affirmative marketing
- ☐ Actions to improve the marketability of certain developments
- ☐ Adoption or adjustment of ceiling rents for certain developments
- ☐ Adoption of rent incentives to encourage deconcentration of poverty and income-mixing
- ☐ Other (list below)

f. Based on the results of the required analysis, in which developments will the PHA make special efforts to attract or retain higher-income families? (select all that apply)

- ☒ Not applicable: results of analysis did not indicate a need for such efforts
- ☐ List (any applicable) developments below:

g. Based on the results of the required analysis, in which developments will the PHA make special efforts to assure access for lower-income families? (select all that apply)

- ☒ Not applicable: results of analysis did not indicate a need for such efforts
- ☐ List (any applicable) developments below:

B. Housing Choice Voucher

Exemptions: PHAs that do not administer Housing Choice Voucher are not required to complete sub-component 3B.

Unless otherwise specified, all questions in this section apply only to the tenant-based Housing Choice Voucher assistance program (vouchers, and until completely merged into the voucher program, certificates).

(1) Eligibility

a. What is the extent of screening conducted by the PHA? (select all that apply)

- ☒ Criminal or drug-related activity only to the extent required by law or regulation
- ☐ Criminal and drug-related activity, more extensively than required by law or regulation
- ☐ More general screening than criminal and drug-related activity (list factors below)
- ☐ Other (list below)

form HUD 50075 (03/2003)

- b. ☒ Yes ☐ No: Does the PHA request criminal records from local law enforcement agencies for screening purposes?
- c. ☒ Yes ☐ No: Does the PHA request criminal records from State law enforcement agencies for screening purposes?
- d. ☐ Yes ☒ No: Does the PHA access FBI criminal records from the FBI for screening purposes? (either directly or through an NCIC-authorized source)
- e. Indicate what kinds of information you share with prospective landlords? (select all that apply)
- ☒ Criminal or drug-related activity
- ☒ Other – non-payment of rent

(2) Waiting List Organization

- a. With which of the following program waiting lists is the Housing Choice Voucher tenant-based assistance waiting list merged? (select all that apply)
- ☒ None
- ☐ Federal public housing
- ☐ Federal moderate rehabilitation
- ☐ Federal project-based certificate program
- ☐ Other federal or local program (list below)
- b. Where may interested persons apply for admission to Housing Choice Voucher tenant-based assistance? (select all that apply)
- ☒ PHA main administrative office
- ☒ Other – On line via web site

(3) Search Time

- a. ☒ Yes ☐ No: Does the PHA give extensions on standard 60-day period to search for a unit?

If yes, state circumstances below:

Hard to house (disabled or families needing 3 or more bedrooms), unable to locate dwelling in preferred area.

(4) Admissions Preferences

a. Income targeting

- ☐ Yes ☒ No: Does the PHA plan to exceed the federal targeting requirements by targeting more than 75% of all new admissions to the Housing Choice Voucher program to families at or below 30% of median area income?

b. Preferences

1. ☒ Yes ☐ No: Has the PHA established preferences for admission to Housing Choice Voucher tenant-based assistance? (other than date and time of application) (if no, skip to subcomponent **(5) Special purpose Housing Choice Voucher assistance programs**)

2. Which of the following admission preferences does the PHA plan to employ in the coming year? (select all that apply from either former Federal preferences or other preferences)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
☐ Victims of domestic violence
☐ Substandard housing
☐ Homelessness
☐ High rent burden (rent is > 50 percent of income)

Other preferences (select all that apply)

- ☒ Working families and those unable to work because of age or disability
☐ Veterans and veterans' families
☐ Residents who live and/or work in your jurisdiction
☐ Those enrolled currently in educational, training, or upward mobility programs
☐ Households that contribute to meeting income goals (broad range of incomes)
☐ Households that contribute to meeting income requirements (targeting)
☐ Those previously enrolled in educational, training, or upward mobility programs
☐ Victims of reprisals or hate crimes
☐ Other preference(s) – Family Unification Program eligible participants and Mainstream participants

3. If the PHA will employ admissions preferences, please prioritize by placing a “1” in the space that represents your first priority, a “2” in the box representing your second priority, and so on. If you give equal weight to one or more of these choices (either through an absolute hierarchy or through a point system), place the same number next to each. That means you can use “1” more than once, “2” more than once, etc.

2 Date and Time

form HUD 50075 (03/2003)

Former Federal preferences

- ☐ Involuntary Displacement (Disaster, Government Action, Action of Housing Owner, Inaccessibility, Property Disposition)
- ☐ Victims of domestic violence
- ☐ Substandard housing
- ☐ Homelessness
- ☐ High rent burden

Other preferences (select all that apply)

- 1 ☐ Working families and those unable to work because of age or disability
- ☐ Veterans and veterans' families
- ☐ Residents who live and/or work in your jurisdiction
- ☐ Those enrolled currently in educational, training, or upward mobility programs
- ☐ Households that contribute to meeting income goals (broad range of incomes)
- ☐ Households that contribute to meeting income requirements (targeting)
- ☐ Those previously enrolled in educational, training, or upward mobility programs
- ☐ Victims of reprisals or hate crimes
- ☐ Other preference(s) (list below)

4. Among applicants on the waiting list with equal preference status, how are applicants selected? (select one)

- ☒ Date and time of application
- ☐ Drawing (lottery) or other random choice technique

5. If the PHA plans to employ preferences for "residents who live and/or work in the jurisdiction" (select one)

- ☐ This preference has previously been reviewed and approved by HUD
- ☐ The PHA requests approval for this preference through this PHA Plan

6. Relationship of preferences to income targeting requirements: (select one)

- ☐ The PHA applies preferences within income tiers
- ☒ Not applicable: the pool of applicant families ensures that the PHA will meet income targeting requirements

(5) Special Purpose Housing Choice Voucher Assistance Programs

a. In which documents or other reference materials are the policies governing eligibility, selection, and admissions to any special-purpose Housing Choice Voucher program administered by the PHA contained? (select all that apply)

- ☒ The Housing Choice Voucher Administrative Plan
- ☒ Briefing sessions and written materials

☒ Other – On line via web site

b. How does the PHA announce the availability of any special-purpose Housing Choice Voucher programs to the public?

☒ Through published notices

☒ Other – Direct mail

2. Statement of Financial Resources

[24 CFR Part 903.7 9 (b)]

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
1. Federal Grants (FY 2011 grants)		
a) Public Housing Operating Fund	1,851,012	Operations
b) Public Housing Capital Fund	771,150	Modernization
c) HOPE VI Revitalization	0	
d) HOPE VI Demolition	0	
e) Annual Contributions for Housing Choice Voucher Tenant-Based Assistance	12,867,504	Operations
f) Public Housing Drug Elimination Program (including any Technical Assistance funds)	0	
g) Resident Opportunity and Self-Sufficiency Grants	0	
h) Community Development Block Grant	0	
i) HOME	0	
Other Federal Grants (list below)		
Mainstream 5 Year	315,579	
2. Prior Year Federal Grants (unobligated funds only) (list below)		
3. Public Housing Dwelling Rental Income	921,000	Operations
Non-dwelling rental (antennas)	63,600	Operations
Non-dwelling rental (office)	21,200	Operations
4. Other income (list below)		
Investment	3,000	Operations
Tenant charges	10,000	Operations

form HUD 50075 (03/2003)

Financial Resources: Planned Sources and Uses		
Sources	Planned \$	Planned Uses
Late charges	10,000	Operations
4. Non-federal sources (list below)		
Total resources	\$16,834,045	

3. PHA Rent Determination Policies

[24 CFR Part 903.7 9 (d)]

A. Public Housing

Exemptions: PHAs that do not administer public housing are not required to complete sub-component 4A.

(1) Income Based Rent Policies

Describe the PHA's income based rent setting policy/ies for public housing using, including discretionary (that is, not required by statute or regulation) income disregards and exclusions, in the appropriate spaces below.

a. Use of discretionary policies: (select one)

- ☒ The PHA will not employ any discretionary rent-setting policies for income based rent in public housing. Income-based rents are set at the higher of 30% of adjusted monthly income, 10% of unadjusted monthly income, the welfare rent, or minimum rent (less HUD mandatory deductions and exclusions). (If selected, skip to sub-component (2))

---or---

- ☐ The PHA employs discretionary policies for determining income based rent (If selected, continue to question b.)

b. Minimum Rent

1. What amount best reflects Public Housing's minimum rent? (select one)

- ☐ \$0
☐ \$1-\$25
☒ \$26-\$50

2. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies?

3. If yes to question 2, list these policies below:

c. Rents set at less than 30% than adjusted income

1. ☒ Yes ☐ No: Does the PHA plan to charge rents at a fixed amount or percentage less than 30% of adjusted income?

2. If yes to above, list the amounts or percentages charged and the circumstances under which these will be used below:

Tenants may choose a flat rent when applicable

d. Which of the discretionary (optional) deductions and/or exclusions policies does the PHA plan to employ (select all that apply)

- ☒ For the earned income of a previously unemployed household member
☐ For increases in earned income
☐ Fixed amount (other than general rent-setting policy)

If yes, state amount/s and circumstances below:

- ☐ Fixed percentage (other than general rent-setting policy)
If yes, state percentage/s and circumstances below:

- ☒ For household heads
☒ For other family members
☐ For transportation expenses
☐ For the non-reimbursed medical expenses of non-disabled or non-elderly families
☐ Other (describe below)

e. Ceiling rents

1. Do you have ceiling rents? (rents set at a level lower than 30% of adjusted income) (select one)

- ☐ Yes for all developments
☐ Yes but only for some developments
☒ No

2. For which kinds of developments are ceiling rents in place? (select all that apply)

- ☐ For all developments
☐ For all general occupancy developments (not elderly or disabled or elderly only)
☐ For specified general occupancy developments
☐ For certain parts of developments; e.g., the high-rise portion
☐ For certain size units; e.g., larger bedroom sizes

☐ Other (list below)

3. Select the space or spaces that best describe how you arrive at ceiling rents (select all that apply)

- ☐ Market comparability study
- ☐ Fair market rents (FMR)
- ☐ 95th percentile rents
- ☐ 75 percent of operating costs
- ☐ 100 percent of operating costs for general occupancy (family) developments
- ☐ Operating costs plus debt service
- ☐ The "rental value" of the unit
- ☐ Other (list below)

f. Rent re-determinations:

1. Between income reexaminations, how often must tenants report changes in income or family composition to the PHA such that the changes result in an adjustment to rent? (select all that apply)

- ☐ Never
- ☐ At family option
- ☐ Any time the family experiences an income increase
- ☒ Any time a family experiences an income increase above a threshold amount or percentage: 10%
- ☐ Other (list below)

g. ☐ Yes ☒ No: Does the PHA plan to implement individual savings accounts for residents (ISAs) as an alternative to the required 12 month disallowance of earned income and phasing in of rent increases in the next year?

(2) Flat Rents

1. In setting the market-based flat rents, what sources of information did the PHA use to establish comparability? (select all that apply.)

- ☒ The Housing Choice Voucher rent reasonableness study of comparable housing
- ☐ Survey of rents listed in local newspaper
- ☒ Survey of similar unassisted units in the neighborhood
- ☐ Other (list/describe below)

B. Housing Choice Voucher Tenant-Based Assistance

Exemptions: PHAs that do not administer Housing Choice Voucher tenant-based assistance are not required to complete sub-component 4B. **Unless otherwise specified, all questions in this section apply only to the tenant-based Housing Choice Voucher assistance program (vouchers, and until completely merged into the voucher program, certificates).**

(1) Payment Standards

Describe the voucher payment standards and policies.

a. What is the PHA's payment standard? (select the category that best describes your standard)

- ☐ At or above 90% but below 100% of FMR
- ☐ 100% of FMR
- ☒ Above 100% but at or below 110% of FMR
- ☐ Above 110% of FMR (if HUD approved; describe circumstances below)

b. If the payment standard is lower than FMR, why has the PHA selected this standard? (select all that apply)

- ☐ FMRs are adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☐ The PHA has chosen to serve additional families by lowering the payment standard
- ☐ Reflects market or submarket
- ☐ Other (list below)

c. If the payment standard is higher than FMR, why has the PHA chosen this level? (select all that apply)

- ☒ FMRs are not adequate to ensure success among assisted families in the PHA's segment of the FMR area
- ☒ Reflects market or submarket
- ☒ To increase housing options for families
- ☐ Other (list below)

d. How often are payment standards reevaluated for adequacy? (select one)

- ☒ Annually
- ☐ Other (list below)

e. What factors will the PHA consider in its assessment of the adequacy of its payment standard? (select all that apply)

- ☐ Success rates of assisted families
- ☒ Rent burdens of assisted families
- ☐ Other (list below)

(2) Minimum Rent

a. What amount best reflects the PHA's minimum rent? (select one)

- ☐ \$0
☐ \$1-\$25
☒ \$26-\$50

b. ☐ Yes ☒ No: Has the PHA adopted any discretionary minimum rent hardship exemption policies? (if yes, list below)

4. Operations and Management

[24 CFR Part 903.7 9 (e)]

Exemptions from Component 5: High performing and small PHAs are not required to complete this

The City of Wichita Housing Authority (WHA) owns and manages 578 residential units. 226 units are located in four elderly designated complexes. 352 residential units are single-family dwellings located in various areas of the City of Wichita. It is estimated that 120 units will become available annually for the housing of low-income applicants.

During the early 1990's the WHA had all dwellings tested for lead-based paint and all identified lead-based paint issues were abated with modernization funds. Upon leasing of a unit, tenants are provided with a copy of the booklet *Protect Your Family from Lead in Your Home*. All maintenance and modernization projects are performed in accordance with 24 CFR 35 and updates.

The WHA's conditions, rules and regulations of occupancy are maintained and made available for review at the Property Management Office located at 332 N. Riverview, Wichita, Kansas. The WHA Lease Agreement contains the conditions, rules and regulations of occupancy.

It is the policy of the WHA to ensure that all residential units will be maintained in accordance to the highest Uniform Physical Condition Standards possible. The WHA staff will aggressively address maintenance emergencies and take corrective action within 24 hours of notification. With the use of on call maintenance staff, the WHA will respond to evening, holiday and weekend emergencies. Additionally the WHA will address minor physical needs by responding to work orders on a daily basis.

The WHA will continue to rehabilitate vacant units with its maintenance staff. Additionally, the WHA will use the support of independent contractors in the event move-outs exceed the ability of WHA staff to make units ready for rent. Units will be rehabilitated using Uniform Physical Condition Standards. The WHA will continue to upgrade and modernize units with the Capital Fund Program. The WHA will consider Energy Star when purchasing products or appliances since more efficient equipment pays for itself with energy savings and it offers an opportunity for the PHA to reduce operating costs.

It is also the policy of the WHA to contract with vendors to perform the necessary actions in accordance with the WHA preventive maintenance program. Preventive maintenance ensures that minor physical needs will be periodically corrected to avoid maintenance emergencies.

It is the policy of the WHA to perform mandatory pest control inspections semi-annually at Greenway and McLean Manor and annually at Bernice Hutcherson and Rosa Gragg apartment complexes. The WHA provides treatment as identified at no expense to the tenants when the annual pest inspection confirms the need. The elderly tenants, at their expense, may request monthly inspections and/or treatments from the WHA vendor at a reduced cost. Single-family dwellings are inspected by WHA Property Managers for pests annually. In the event that a pest infestation is evident and the tenant does not remedy the situation, Property Managers may order treatment at the tenant's expense. The tenant, on a monthly basis, may obtain treatment at a reduced rate from the WHA vendor. The vendor's treatment will take under consideration all tenant health situations prior to treatment.

5. PHA Grievance Procedures

[24 CFR Part 903.7 9 (f)]

Exemptions from component 6: High performing PHAs are not required to complete component 6. Housing Choice Voucher-Only PHAs are exempt from sub-component 6A.

A. Public Housing

1. ☐ Yes ☒ No: Has the PHA established any written grievance procedures in addition to federal requirements found at 24 CFR Part 966, Subpart B, for residents of public housing?

If yes, list additions to federal requirements below:

2. Which PHA office should residents or applicants to public housing contact to initiate the PHA grievance process? (select all that apply)

- ☒ PHA main administrative office
☐ PHA development management offices
☐ Other (list below)

B. Housing Choice Voucher Tenant-Based Assistance

1. ☐ Yes ☒ No: Has the PHA established informal review procedures for applicants to the Housing Choice Voucher tenant-based assistance program and informal hearing procedures for families assisted by the Housing Choice Voucher tenant-based assistance program in addition to federal requirements found at 24 CFR 982?

If yes, list additions to federal requirements below:

2. Which PHA office should applicants or assisted families contact to initiate the informal review and informal hearing processes? (select all that apply)

- ☒ PHA main administrative office
☐ Other (list below)

6. Designation of Public Housing for Elderly and Disabled Families

[24 CFR Part 903.7 9 (i)]

Exemptions from Component 9; Housing Choice Voucher only PHAs are not required to complete this section.

1. ☒ Yes ☐ No: Has the PHA designated or applied for approval to designate or does the PHA plan to apply to designate any public housing for occupancy only by the elderly families or only by families with disabilities, or by elderly families and families with disabilities or will apply for designation for occupancy by only elderly families or only families with disabilities, or by elderly families and families with disabilities as provided by section 7 of the U.S. Housing Act of 1937 (42 U.S.C. 1437e) in the upcoming fiscal year? (If “No”, skip to component 10. If “yes”, complete one activity description for each development, unless the PHA is eligible to complete a streamlined submission; PHAs completing streamlined submissions may skip to component 10.)
2. Activity Description
☒ Yes ☐ No: Has the PHA provided all required activity description information for this component in the **optional** Public Housing Asset Management Table? If “yes”, skip to component 10. If “No”, complete the Activity Description table below.

Designation of Public Housing Activity Description
1a. Development name: High-rise apartments
1b. Development (project) number: KS004000001
2. Designation type: Occupancy by only the elderly <input checked="" type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input type="checkbox"/>
3. Application status (select one) Approved; included in the PHA's Designation Plan <input checked="" type="checkbox"/> Submitted, pending approval <input checked="" type="checkbox"/> sent application for 2-year extension 9/2012. Planned application <input type="checkbox"/>
4. Date this designation was <u>approved</u> , submitted, or planned for submission: <u>(12/01/99)</u>
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input checked="" type="checkbox"/> Revision of a previously-approved Designation Plan – current designation expires 11/30/12. New application will be sent 9/2012.
6. Number of units affected: 176
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

Designation of Public Housing Activity Description
1a. Development name: Garden apartments
1b. Development (project) number: KS004000002
2. Designation type: Occupancy by only the elderly <input type="checkbox"/> Occupancy by families with disabilities <input type="checkbox"/> Occupancy by only elderly families and families with disabilities <input checked="" type="checkbox"/>
3. Application status (select one) <u>Original project design</u> Approved; included in the PHA's Designation Plan <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date this designation <u>approved</u> , submitted, or planned for submission:
5. If approved, will this designation constitute a (select one) <input type="checkbox"/> New Designation Plan <input type="checkbox"/> Revision of a previously-approved Designation Plan?
7. Number of units affected: 50
7. Coverage of action (select one) <input type="checkbox"/> Part of the development <input checked="" type="checkbox"/> Total development

7. PHA Community Service and Self-sufficiency

[24 CFR Part 903.7 9 (1)]

Exemptions from Component 12: High performing and small PHAs are not required to complete this component. Housing Choice Voucher-Only PHAs are not required to complete sub-component C.

A. PHA Coordination with the Welfare (TANF) Agency

1. Cooperative agreements:

- ☒ Yes ☐ No: Has the PHA entered into a cooperative agreement with the TANF Agency, to share information and/or target supportive services (as contemplated by section 12(d)(7) of the Housing Act of 1937)?

If yes, what was the date that agreement was signed?

2. Other coordination efforts between the PHA and TANF agency (select all that apply)

- ☒ Client referrals
- ☒ Information sharing regarding mutual clients (for rent determinations and otherwise)
- ☒ Coordinate the provision of specific social and self-sufficiency services and programs to eligible families
- ☐ Jointly administer programs
- ☐ Partner to administer a HUD Welfare-to-Work voucher program
- ☐ Joint administration of other demonstration program
- ☐ Other (describe)

B. Services and programs offered to residents and participants

(1) General

a. Self-Sufficiency Policies

Which, if any of the following discretionary policies will the PHA employ to enhance the economic and social self-sufficiency of assisted families in the following areas? (select all that apply)

- ☒ Public housing rent determination policies
- ☒ Public housing admissions policies
- ☒ Housing Choice Voucher admissions policies
- ☐ Preference in admission to Housing Choice Voucher for certain public housing families
- ☐ Preferences for families working or engaging in training or education programs for non-housing programs operated or coordinated by the PHA
- ☐ Preference/eligibility for public housing homeownership option participation
- ☒ Preference/eligibility for Housing Choice Voucher homeownership option participation
- ☐ Other policies (list below)

b. Economic and Social self-sufficiency programs

- ☒ Yes ☐ No: Does the PHA coordinate, promote or provide any programs to enhance the economic and social self-sufficiency of residents? (If “yes”, complete the following table; if “no” skip to sub-component 2, Family Self Sufficiency Programs. The position of the table may be altered to facilitate its use.)

Services and Programs				
Program Name & Description (including location, if appropriate)	Estimated Size	Allocation Method (waiting list/random selection/specific criteria/other)	Access (development office / PHA main office / other provider name)	Eligibility (public housing or Housing Choice Voucher participants or both)
Resident Service Coordination				
Greenway & McLean Manor	176	Open	Development Office	Public Housing

(2) Family Self Sufficiency program/s

a. Participation Description

Family Self Sufficiency (FSS) Participation		
Program	Required Number of Participants (start of FY 2013 Estimate)	Actual Number of Participants (As of: 1/1/12)
Housing Choice Program Vouchers including Home Ownership	85	137

- b. ☒ Yes ☐ No: If the PHA is not maintaining the minimum program size required by HUD, does the most recent FSS Action Plan address the steps the PHA plans to take to achieve at least the minimum program size?
If no, list steps the PHA will take below:

C. Welfare Benefit Reductions

1. The PHA is complying with the statutory requirements of section 12(d) of the U.S. Housing Act of 1937 (relating to the treatment of income changes resulting from welfare program requirements) by: (select all that apply)

- ☒ Adopting appropriate changes to the PHA's public housing rent determination policies and train staff to carry out those policies
- ☒ Informing residents of new policy on admission and reexamination
- ☒ Actively notifying residents of new policy at times in addition to admission and reexamination.
- ☒ Establishing or pursuing a cooperative agreement with all appropriate TANF agencies regarding the exchange of information and coordination of services
- ☒ Establishing a protocol for exchange of information with all appropriate TANF agencies
- ☐ Other: (list below)

D. Reserved for Community Service Requirement pursuant to section 12(c) of the U.S. Housing Act of 1937

8. PHA Safety and Crime Prevention

[24 CFR Part 903.7 9 (m)]

Exemptions from Component 13: High performing and small PHAs not participating in PHDEP and Housing Choice Voucher Only PHAs may skip to component 15. High Performing and small PHAs that are participating in PHDEP and are submitting a PHDEP Plan with this PHA Plan may skip to sub-component D.

A. Need for measures to ensure the safety of public housing residents

1. Describe the need for measures to ensure the safety of public housing residents (select all that apply)

- ☒ High incidence of violent and/or drug-related crime in some or all of the PHA's developments
- ☒ High incidence of violent and/or drug-related crime in the areas surrounding or adjacent to the PHA's developments
- ☒ Residents fearful for their safety and/or the safety of their children
- ☒ Observed lower-level crime, vandalism and/or graffiti
- ☒ People on waiting list unwilling to move into one or more developments due to perceived and/or actual levels of violent and/or drug-related crime
- ☐ Other (describe below)

2. What information or data did the PHA used to determine the need for PHA actions to improve safety of residents (select all that apply).

- ☐ Safety and security survey of residents
- ☒ Analysis of crime statistics over time for crimes committed "in and around" public housing authority
- ☒ Analysis of cost trends over time for repair of vandalism and removal of graffiti
- ☒ Resident reports
- ☒ PHA employee reports

- ☒ Police reports
- ☐ Demonstrable, quantifiable success with previous or ongoing anticrime/anti drug programs
- ☐ Other (describe below)

B. Crime and Drug Prevention activities the PHA has undertaken or plans to undertake in the next PHA fiscal year

1. List the crime prevention activities the PHA has undertaken or plans to undertake: (select all that apply)

- ☐ Contracting with outside and/or resident organizations for the provision of crime- and/or drug-prevention activities
- ☒ Crime Prevention Through Environmental Design
- ☒ Activities targeted to at-risk youth, adults, or seniors
- ☐ Volunteer Resident Patrol/Block Watchers Program
- ☐ Other (describe below)

2. Which developments are most affected? (list below)

KS004000001, KS004000002, KS004000003 & KS004000004

C. Coordination between PHA and the police

1. Describe the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities: (select all that apply)

- ☒ Police involvement in development, implementation, and/or ongoing evaluation of drug-elimination plan
- ☒ Police provide crime data to housing authority staff for analysis and action
- ☒ Police have established a physical presence on housing authority property (e.g., community policing office, officer in residence)
- ☒ Police regularly testify in and otherwise support eviction cases
- ☒ Police regularly meet with the PHA management and residents
- ☐ Agreement between PHA and local law enforcement agency for provision of above-baseline law enforcement services
- ☐ Other activities (list below)

2. Which developments are most affected? (list below)
KS004000003 & KS004000004

D. Police Occupied Units

The Wichita Housing Authority has five houses that are currently occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount, with the Officers paying the utilities. The addresses are the following:

1501 E. Arnold
1527 E. Catalina
2642 N. Minnesota
7015 W. Newell
2331 St. Clair

9. Pets

[24 CFR Part 903.7 9 (n)]

Available for inspection by the Public

10. Civil Rights Certifications

[24 CFR Part 903.7 9 (o)]

Civil rights certifications are included in the PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations.

The City of Wichita Housing Authority (WHA) will carry out all grant activities in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

Specifically, the WHA will continue to partner with the Urban League of Kansas by funding education and outreach programs for tenants and landlords. Additionally, the WHA will refer to the Urban League, community residents who request assistance in resolving matters of alleged discrimination. WHA tenants and clients will be directed to the HUD Regional Office of Fair Housing and Equal Opportunity should they wish to file a discrimination complaint, which could not be resolved locally.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(c)(1), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, but in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

form HUD 50075 (03/2003)

The WHA will regularly examine its programs or proposed programs, identify any impediments to fair housing choice within those programs, and will address those impediments in a reasonable fashion in view of the resources available. The WHA will also work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the WHA's involvement. The WHA shall take reasonable measures to assure that program waiting lists are consistent with civil rights. The City of Wichita Housing Authority (WHA) will carry out all grant activities in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.

Specifically, the WHA will continue to partner with the Urban League of Kansas by funding education and outreach programs for tenants and landlords. Additionally, the WHA will refer to the Urban League, community residents who request assistance in resolving matters of alleged discrimination. WHA tenants and clients will be directed to the HUD Regional Office of Fair Housing and Equal Opportunity should they wish to file a discrimination complaint, which could not be resolved locally.

The WHA will also maintain waiting lists in accordance with federal requirements as specified in 24 CFR part 903.7(c)(1), and will assign housing or housing vouchers to persons from those lists without regard to race or ethnicity, but in accordance with HUD-approved administrative plans. Fair housing rights and choice will be promoted through annual fair housing month activities, including public service announcements made in partnership with the Urban League of Kansas.

The WHA will regularly examine its programs or proposed programs, identify any impediments to fair housing choice within those programs, and will address those impediments in a reasonable fashion in view of the resources available. The WHA will also work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the WHA's involvement. The WHA shall take reasonable measures to assure that program waiting lists are consistent with civil rights laws and certifications. Specifically, the WHA will market its programs through minority, faith based, disability and senior organizations and publications.

Other compliance certifications of the Wichita Housing Authority include: compliance with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975; compliance with the Architectural Barriers Act of 1968 and 24 CFR Part 41, and Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped. The WHA will also comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 by marketing employment opportunities for low or very-low income persons through annual notices in newsletters and other public information.

11. Fiscal Audit

[24 CFR Part 903.7 9 (p)]

1. ☒ Yes ☐ No: Is the PHA required to have an audit conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U.S.C. 1437c(h))?
(If no, skip to component 17.)
2. ☒ Yes ☐ No: Was the most recent fiscal audit submitted to HUD?
3. ☐ Yes ☒ No: Were there any findings as the result of that audit?
4. ☐ Yes ☐ No: If there were any findings, do any remain unresolved?
If yes, how many unresolved findings remain? _____
5. ☐ Yes ☐ No: Have responses to any unresolved findings been submitted to HUD?
If not, when are they due (state below)?

12. PHA Asset Management

[24 CFR Part 903.7 9 (q)]

Exemptions from component 17: Housing Choice Voucher Only PHAs are not required to complete this component. High performing and small PHAs are not required to complete this component.

1. ☒ Yes ☐ No: Is the PHA engaging in any activities that will contribute to the long-term asset management of its public housing stock, including how the Agency will plan for long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs that have **not** been addressed elsewhere in this PHA Plan?
2. What types of asset management activities will the PHA undertake? (select all that apply)
 - ☐ Not applicable
 - ☐ Private management
 - ☒ Development-based accounting
 - ☒ Comprehensive stock assessment
 - ☐ Other: (list below)

3. Public Housing Asset Management Table

Attachment 1

13. Violence Against Women Act (VAWA)

[24 CFR Part 903.7 9 (r)]

Violence Against Women's Act of 2005 Compliance Statement:

The City of Wichita Housing Authority's 2011 Annual Plan includes the continuation of referring clients and applicants to specific agencies, including StepStone, YMCA Women's Crisis Center, Harbor House, Wichita Police Department Sex Crimes Domestic

Violence Section and Exploited and Missing Children's Unit, to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking.

14. Other Information Required by HUD

Use this section to provide any additional information requested by HUD.

Significant Amendment or Modification to the Annual Plan – as referenced in the *Quality Housing and Work Responsibility Act of 1998, Section 511, (g)*, a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of HUD and approved. Amendments or modifications, which are **not** defined as being significant and will not be subject to a public meeting with a 45-day public notice and notification to the Secretary of HUD will be the following amendments or modifications:

1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-year Action Plan;
2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget;
3. additional work projects funded by the Capital Fund Program not included in the 5-year Action Plan, which have been deemed to be emergencies;
4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
5. any changes in the Housing Choice Voucher Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD 50075 PHA Plan.

Attachments

Use this section to provide any additional attachments referenced in the Plans.

Attachment 1.

Optional Public Housing Asset Management Table

See Technical Guidance for instructions on the use of this table, including information to be provided.

Public Housing Asset Management								
Development Identification		Activity Description						
Name, Number, and Location	Number and Type of units	Capital Fund Program Parts II and III <i>Component 7a</i>	Development Activities <i>Component 7b</i>	Demolition / disposition <i>Component 8</i>	Designated housing <i>Component 9</i>	Conversion <i>Component 10</i>	Home-ownership <i>Component 11a</i>	Other (describe) <i>Component 17</i>
KS004000001	176	X			X	Elderly		
High-rise	Apartments							
KS004000002	50	X			X	Elderly/disabled		
Garden	Apartments							
KS004000003	193	X				Assessment*		
Scattered-site	Single-family							
KS004000004	159	X				Assessment*		
Scattered-site	Single-family							

*The assessment has been concluded for non-elderly and non-disabled developments and consideration has been given to the implications of converting the WHA's Public Housing units to tenant-based assistance. It has been determined that the conversion of all applicable developments will be inappropriate. Voluntary conversion would adversely affect the availability of affordable and low-income housing in the City of Wichita.

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: <u>City of Wichita Housing Authority (WHA)</u> PHA Code: <u>KS004</u> PHA Type: <input type="checkbox"/> Small <input type="checkbox"/> High Performing <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Housing Choice Voucher (Section 8) only PHA Fiscal Year Beginning: (MM/YYYY): <u>01/2013</u>					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: <u>578</u> Number of Housing Choice Voucher units: <u>2,623</u>					
3.0	Submission Type <input type="checkbox"/> 5-Year and Annual Plan <input checked="" type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <u>N/A</u> <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
	PHA 1:					
	PHA 2:					
	PHA 3:					
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <u>N/A</u>					
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. <u>N/A</u>					
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission: The WHA 2013 Plan Elements have been revised by having Public Housing residents pay a \$50 minimum rent. In the previous 2012 Plan Elements WHA had a zero minimum rent. (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. The WHA 2010-2014 5-Year and 2013 Annual Plan will be available for review by the public at the Housing and Community Services Department located at 332 N. Riverview, Wichita KS and on the Internet at http://www.wichita.gov/CityOffices/Housing/.					
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. <i>Include statements related to these programs as applicable.</i> The WHA is not planning any Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, or Project-based Voucher projects. The WHA will continue to market and administer the Housing Choice Voucher Homeownership Program.					
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.					
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing. 2013 Capital Fund Annual Statement – Attachment A (ks004c01) Open Capital Fund Performance and Evaluation Reports – Attachment B (ks004c01)					
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan. Capital Fund Five-Year Action Plan (excluding 2013 Capital Fund) – Attachment C (ks004c01)					

8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location.

Housing Needs 2009-2013 City of Wichita Consolidated Plan				Current % of House- holds	Current Number of House- holds
Household Income ≤30% MFI	Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	2065
			Any housing problems	64.1	1324
			Cost Burden > 30%	62.6	1293
			Cost Burden > 50%	38.0	785
		Small Related	NUMBER OF HOUSEHOLDS	100%	3468
			With Any Housing Problems	84.2	2920
			Cost Burden > 30%	82.4	2858
			Cost Burden > 50%	65.1	2258
		Large Related	NUMBER OF HOUSEHOLDS	100%	924
			With Any Housing Problems	89.1	823
			Cost Burden > 30%	81.0	748
			Cost Burden > 50%	53.8	497
		All other households	NUMBER OF HOUSEHOLDS	100%	4869
			With Any Housing Problems	77.7	3783
			Cost Burden > 30%	77.2	3759
			Cost Burden > 50%	58.3	2839
	Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	2331
			With Any Housing Problems	57.1	1331
			Cost Burden > 30%	56.5	1317
			Cost Burden > 50%	30.7	716
		Small Related	NUMBER OF HOUSEHOLDS	100%	1114
			With Any Housing Problems	83.8	934
			Cost Burden > 30%	82.6	920
			Cost Burden > 50%	67.1	747
		Large Related	NUMBER OF HOUSEHOLDS	100%	318
			With Any Housing Problems	95.6	304
			Cost Burden > 30%	86.8	276
			Cost Burden > 50%	74.8	238
		All other households	NUMBER OF HOUSEHOLDS	100%	943
			With Any Housing Problems	71.5	674
			Cost Burden > 30%	71.5	674
			Cost Burden > 50%	53.8	507

Household Income >30 to <=50% MFI					
	Renter	Elderly			
			NUMBER OF HOUSEHOLDS	100%	1441
			With Any Housing Problems	67.1	967
			Cost Burden > 30%	66.8	963
			Cost Burden > 50%	31.6	455
		Small Related			
			NUMBER OF HOUSEHOLDS	100%	3052
			With Any Housing Problems	59.8	1825
			Cost Burden > 30%	53.9	1645
			Cost Burden > 50%	9.1	278
		Large Related			
			NUMBER OF HOUSEHOLDS	100%	814
			With Any Housing Problems	80.0	651
			Cost Burden > 30%	36.6	298
			Cost Burden > 50%	3.4	28
		All other households			
			NUMBER OF HOUSEHOLDS	100%	3594
			With Any Housing Problems	55.0	1977
			Cost Burden > 30%	53.1	1908
			Cost Burden > 50%	7.8	280
Owner		Elderly			
			NUMBER OF HOUSEHOLDS	100%	3415
			With Any Housing Problems	26.0	888
			Cost Burden > 30%	26.3	898
			Cost Burden > 50%	6.0	205
		Small Related			
			NUMBER OF HOUSEHOLDS	100%	1827
			With Any Housing Problems	65.5	1197
			Cost Burden > 30%	62.6	1144
			Cost Burden > 50%	26.1	477
		Large Related			
			NUMBER OF HOUSEHOLDS	100%	509
			With Any Housing Problems	81.5	415
			Cost Burden > 30%	67.8	345
			Cost Burden > 50%	14.9	76
		All other households			
			NUMBER OF HOUSEHOLDS	100%	780
			With Any Housing Problems	57.6	449
			Cost Burden > 30%	57.1	445
			Cost Burden > 50%	27.1	211

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Household Income >50 to <=80% MFI				
Renter	Elderly	NUMBER OF HOUSEHOLDS	100%	1266
		With Any Housing Problems	42.6	539
		Cost Burden > 30%	41.5	525
		Cost Burden > 50%	14.9	189
	Small Related	NUMBER OF HOUSEHOLDS	100%	4554
		With Any Housing Problems	23.7	1079
		Cost Burden > 30%	15.0	683
		Cost Burden > 50%	1.1	50
	Large Related	NUMBER OF HOUSEHOLDS	100%	1152
		With Any Housing Problems	54.6	629
		Cost Burden > 30%	7.6	88
		Cost Burden > 50%	0.9	10
	All other households	NUMBER OF HOUSEHOLDS	100%	5423
		With Any Housing Problems	15.3	830
		Cost Burden > 30%	13.3	721
		Cost Burden > 50%	1.3	70
Owner	Elderly	NUMBER OF HOUSEHOLDS	100%	5020
		With Any Housing Problems	11.2	562
		Cost Burden > 30%	10.6	532
		Cost Burden > 50%	2.7	136
	Small Related	NUMBER OF HOUSEHOLDS	100%	4811
		With Any Housing Problems	32.9	1583
		Cost Burden > 30%	29.6	1424
		Cost Burden > 50%	3.9	188
	Large Related	NUMBER OF HOUSEHOLDS	100%	1706
		With Any Housing Problems	48.2	822
		Cost Burden > 30%	29.0	495
		Cost Burden > 50%	3.0	51
	All other households	NUMBER OF HOUSEHOLDS	100%	2255
		With Any Housing Problems	34.2	771
		Cost Burden > 30%	33.3	751
		Cost Burden > 50%	6.9	156

Housing Needs of Families on the Public Housing Waiting List 6/1/12			
	# of families	% of total families	Annual Turnover
Waiting list total	1034		100
Single	114	11.03%	
Elderly	103	9.96%	
Disabled	270	26.11%	
Family	547	52.90%	
Native American	37	3.58%	
Pacific Island			
Asian	16	1.55%	
White	503	48.65%	
African American	477	46.13%	
Not Assigned	1	.10%	
Characteristics by Bedroom Size			
1BR	348	33.59%	
2 BR	466	44.98%	
3 BR	168	16.2%	
4 BR	53	5.12%	
5 BR			
6+ BR			
<p>Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>If yes:</p> <p>HOW LONG HAS IT BEEN CLOSED (# OF MONTHS) 168</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p>			

**Housing Needs of Families on the
Housing Choice Voucher Waiting List 6/1/12**

	# of families	% of total families	Annual Turnover
Waiting list total	1242		300
Single	418	34	
Elderly	8	1	
Disabled	24	2	
Family	792	63	
Native American	13	1	
Pacific Island	12	1	
Asian	29	2	
White	641	52	
African American	496	40	
Not Assigned	51	4	
Characteristics by Bedroom Size			
1BR	580	46	
2 BR	399	32	
3 BR	224	18	
4 BR	32	3	
5 BR	7	1	
6+ BR	0	0	
<p>Is the waiting list closed (select one)? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>If yes:</p> <p>HOW LONG HAS IT BEEN CLOSED (24 MONTHS)</p> <p>Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p> <p>Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes</p>			

<p>9.1</p>	<p>Strategy for Addressing Housing Needs. Provide a brief description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan.</p> <p>Strategies to be utilized by the Wichita Housing Authority (WHA) to meet the needs of all eligible populations including current tenants and those on the waiting list include maximizing the number of affordable units available to the WHA within its current resources by:</p> <ul style="list-style-type: none"> ▪ employing effective maintenance and management policies to minimize the number of vacant Public Housing units; ▪ reducing turnover time for vacated Public Housing units; ▪ reducing time to renovate Public Housing units; ▪ maintaining or increasing Housing Choice Voucher lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction; ▪ undertaking measures to ensure access to affordable housing among families assisted by the WHA, regardless of unit size required; ▪ maintaining or increasing Housing Choice Voucher lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration; ▪ maintaining or increasing Housing Choice Voucher lease-up rates by effectively screening Housing Choice Voucher applicants to increase owner acceptance of program; and ▪ participating in overall development processes to ensure coordination with broader community strategies. <p>For families at or below 30% of median, the WHA will:</p> <ul style="list-style-type: none"> ▪ meet or exceed HUD federal requirements for families at or below 30% of AMI in the Housing Choice Voucher Program; ▪ exceed HUD federal requirements for families at or below 30% of AMI in the Public Housing Program; ▪ employ admissions preferences in Public Housing aimed at families who are disabled, elderly or employed to increase income to maintain services at the present level due to possible declining federal subsidy; and ▪ adopt rent policies to support and encourage work. <p>For families at or below 80% of median, the WHA will adopt rent policies to support and encourage work. Specifically, Public Housing has adopted flat rents designed to not penalize families whose incomes rise to levels that would otherwise cause the family to move from Public Housing. In addition, the WHA promotes the income disallowance in the calculation of monthly rental amounts and rental subsidy for those household members that have been unemployed at least one year. For those that become employed, the first year’s income shall not be counted for the calculation of monthly rental or rental subsidy. Only 50% of the second year’s income shall used for the calculation of monthly rental or rental subsidy. All of the third year’s income will be then used for the calculation.</p> <p>To meet specific needs of the elderly, the WHA has or will:</p> <ul style="list-style-type: none"> ▪ seek designation of Public Housing specifically for the elderly, and ▪ apply for special-purpose Housing Choice vouchers targeted to the elderly, should they become available. <p>To meet the special needs of the elderly, the WHA Public Housing will continue the initiative for the Service Coordination Program funded through the HUD Resident Opportunity and Self-Sufficiency Grant. The coordination of services includes senior companions, healthy homemaking, transportation and resident service coordination.</p> <p>To meet specific needs of families with disabilities, the WHA will continue to implement modifications needed in Public Housing based on the Section 504 Needs Assessment and apply for Housing Choice special-purpose vouchers targeted to families with disabilities, should they become available. The WHA will also affirmatively market to local non-profit agencies that assist families with disabilities.</p> <p>The City of Wichita Housing Authority will also seek to meet the specific needs of races or ethnic groups with disproportionate housing needs by affirmatively marketing to races/ethnic groups shown to have disproportionate housing needs, counseling Housing Choice Voucher clients as to location of units outside of areas of poverty or minority concentration and assist them to locate those units; and marketing the Housing Choice Voucher Program to owners outside of areas of poverty/minority concentrations.</p>
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10.0	<p>Additional Information. Describe the following, as well as any additional information HUD has requested.</p> <p>(a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan.</p> <p><u>The Wichita Housing Authority (WHA) has made progress in meeting the objectives of the 2010-2014 5-year Plan as follows:</u></p> <ol style="list-style-type: none"> 1. the Housing Choice Voucher Program opened the application process in 2010 and received in excess of 5000 applications; 2. the Housing Choice Voucher Program was designated as a High Performer in 2011; 3. the Housing Choice Voucher Program provided voucher mobility counseling, conducted outreach efforts to potential voucher landlords and continues to provide voucher assistance in the Homeownership Program; 4. both the Housing Choice Voucher and Public Housing Programs implements measures to promote income mixing by assuring access for lower income families into higher income developments; 5. the Public Housing Program continues to designate Greenway and McLean Manor as elderly only apartments complexes; 6. the Housing Choice Voucher Program has attracted supportive services to improve assistance recipients in the Family Self-Sufficiency Program; 7. the Public Housing Program developed supportive services to increase independence for the elderly and disabled through a Resident Service Coordinator; 8. both the Housing Choice Voucher and Public Housing Programs have taken affirmative measures to ensure equal opportunity in housing regardless of race, color religion, national origin, sex familial status and disability; and 9. the Public Housing's Capital Fund Program replaced 400 residential furnace and air-conditioning systems with energy saving units and continues to modernize public housing units to extend the life of the housing stock. <p>(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"</p> <p><u>Significant Amendment or Substantial Deviation/Modification</u> - as referenced in the <i>Quality Housing and Work Responsibility Act of 1998, Section 511, (g)</i>, a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of the Department of Housing and Urban Development (HUD) and approved. Amendments or modifications, which are not defined as being significant and will not be subject to a public meeting with a 45 day public notice and notification to the Secretary of HUD will be the following amendments or modifications:</p> <ol style="list-style-type: none"> 1. the transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-Year Action Plan; 2. the transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget; 3. additional work projects funded by the Capital Fund Program not included in the 5-Year Action Plan, which have been deemed to be emergencies; 4. policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and 5. any changes in the Housing Choice Voucher Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD PHA 5-Year and Annual Plan or required PHA Plan elements. <p><u>Police Occupied Units</u> – The Wichita Housing Authority has five houses that are currently occupied by Wichita Police Officers. This occupancy is deemed necessary to increase security and drug elimination for Public Housing residents who live in the five single-family dwelling concentrations. The Police Officers are currently residing in the units on an annual lease for a zero monthly rental amount, with the Officers paying the cost of the utilities. These units are located at 1501 Arnold, 1527 E. Catalina, 2642 N. Minnesota, 7015 W. Newell and 2331 St. Clair.</p> <p><u>Violence Against Women's Act of 2005 Compliance Statement</u> - The City of Wichita Housing Authority's will continue to refer clients and applicants to specific agencies, including Step Stone, YMCA Women's Crisis Center, Harbor House, Wichita Police Department Sex Crimes Domestic Violence Section and Exploited and Missing Children's Unit, to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault or stalking.</p>
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11.0	<p>Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office.</p> <p>(a) – (e) Attachment ks004a01</p> <ul style="list-style-type: none"> (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. <p>Attachment ks004b01</p> <ul style="list-style-type: none"> (g) Challenged Elements <p>Attachment ks004c01</p> <ul style="list-style-type: none"> (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) <p>Attachment ks004d01</p> <ul style="list-style-type: none"> (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only) <p>Attachment ks004d01</p>
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Attachment A**2013 Annual Statement**

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2014

Part I: Summary					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450113 Replacement Housing Factor Grant No: NA Date of CFFP: NA			FFY of Grant: 2013 FFY of Grant Approval:
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$154,230			
3	1408 Management Improvements	5,000			
4	1410 Administration (may not exceed 10% of line 21)	77,115			
5	1411 Audit	5,000			
6	1415 Liquidated Damages				
7	1430 Fees and Costs	92,538			
8	1440 Site Acquisition				
9	1450 Site Improvement	92,250			
10	1460 Dwelling Structures	132,800			
11	1465.1 Dwelling Equipment—Nonexpendable	181,372			
12	1470 Non-dwelling Structures	7,710			
13	1475 Non-dwelling Equipment	23,135			
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450113 Replacement Housing Factor Grant No: NA Date of CFFP: NA	FFY of Grant:2013 FFY of Grant Approval:			
Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)					
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	771,150			
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	72,800			
25	Amount of line 20 Related to Energy Conservation Measures	81,200			
Signature of Executive Director Mary K. Vaughn Date 10/2/2012			Signature of Public Housing Director Brad Snapp Date 10/2/2012		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P00450113 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2013		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
KS004000001	Kitchens	1460	60 units	\$0				
KS004000001	Kitchens	1465	60 units	178,372				
KS004000003	Window replacements	1460	13 units	72,800				
“	Single family rehabilitation	1460	2 units	40,000				
“	Site Improvements	1450	12 units	60,000				
KS004000004	Single family rehabilitation	1460	2 units	40,000				
“	Site improvements	1450	17 units	60,000				
WHA-wide	Operations	1406		154,230				
“	Management improvements	1408		5,000				
“	Administration	1410		77,115				
“	Audit	1411		5,000				
“	Engineering and inspection	1430		92,538				
“	Office improvements	1470		7,710				
“	Technology	1475		23,135				

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Attachment B**Capital Fund Performance & Evaluation Reports for Period Ending 6/30/2012**

Annual Statement/Performance and Evaluation Report

Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB No. 2577-0226

Expires 3/31/2014

Part I: Summary					
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450110 Replacement Housing Factor Grant No: NA Date of CFFP:			FFY of Grant: 2010 FFY of Grant Approval: 2010
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Revised Annual Statement (revision no:1) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2012 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$216,000	\$216,000	\$216,000.00	\$216,000.00
3	1408 Management Improvements	10,000	0	337.15	337.15
4	1410 Administration (may not exceed 10% of line 21)	108,000	108,000	100,755.13	100,755.13
5	1411 Audit	5,000	5,000	2,268.81	2,268.81
6	1415 Liquidated Damages		0		0
7	1430 Fees and Costs	133,000	65,000	68,107.07	68,107.07
8	1440 Site Acquisition		0	0	0
9	1450 Site Improvement	51,000	263,000	276,258.43	276,258.43
10	1460 Dwelling Structures	425,000	253,315	207,521.53	207,521.53
11	1465.1 Dwelling Equipment—Nonexpendable	0	105,000	106,133.98	106,133.98
12	1470 Non-dwelling Structures	20,000	5,000	1,747.00	1,747.00
13	1475 Non-dwelling Equipment	60,000	66,000	65,110.29	65,110.29
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450110 Replacement Housing Factor Grant No: NA Date of CFFP:	FFY of Grant:2010 FFY of Grant Approval: 2010			
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2012 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)	58,315	0		
20	Amount of Annual Grant:: (sum of lines 2 - 19)	1,086,315	1,086,315	1,044,239.39	1,044,239.39
21	Amount of line 20 Related to LBP Activities	0	0	0	0
22	Amount of line 20 Related to Section 504 Activities	0	0	0	0
23	Amount of line 20 Related to Security - Soft Costs	0	0	0	0
24	Amount of line 20 Related to Security - Hard Costs			261,767.00	261,767.00
25	Amount of line 20 Related to Energy Conservation Measures			166,648.67	166,648.67
Signature of Executive Director Mary K. Vaughn		Date 10/2/2012	Signature of Public Housing Director Brad Snapp Date 10/2/2012		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P00450110 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
KS004000001	Mechanical engineer – A/C chillers	1430				\$5,200.00	\$5,200.00	Complete
	Construction Management	1430				26,855.21	28,855.21	In Progress
Greenway Manor	Concrete approach	1450	1			1,125.00	1,125.00	Complete
McLean Manor	Repair east wall stone work	1450	1			2,080.00	2,080.00	Complete
	GM Façade and Rehabilitation	1460	1Hi-riser			72,032.25	72,032.25	Complete
	Hallway carpet	1460	2 Hi-risers			43,951.82	43,951.82	Complete
	GM – replace glass units	1460	21			2,415.00	2,415.00	Complete
	GM – TV room furniture	1465	1			6,919.15	6,919.15	Complete
	GM – Commons telephone	1465	1			371.56	371.56	Complete
	GM – Outdoor seating bench	1465	1			1,473.00	1,473.00	Complete
	GM – Central hot water heater	1465	1			6,046.00	6,046.00	Complete
	GM & MM Replace A/C chillers	1465	4			90,000.00	90,000.00	Complete
	GM & MM Misc chiller costs	1465				208.32	208.32	Complete
	MM – Boiler pump	1465	1			1,115.95	1,115.95	Complete
KS004000002	Construction management	1430				828.75	828.75	Complete
Rosa Gragg	Concrete sidewalk repair	1450	1			1,650.00	1,650.00	Complete
Bernice Hutcherson	RG - Concrete parking lot repair	1450	1			4,405.29	4,405.29	Complete
	RG – Roof and window replacement	1460	33 units			72,345.00	72,345.00	Complete

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P00450110 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
KS004000002	Windows	1460	33 units			14,533.90	14,533.90	Complete
KS004000003	Construction management	1430				27,014.98	27,014.98	In progress
	Fence replacement	1450	17 units			130,918.00	130,918.00	Complete
	Fence replacement	1450	13 units			97,961.75	97,961.75	Complete
	Misc sidewalk costs	1450	1			380.08	380.08	Complete
	Windows	1460	1 unit			433.77	433.77	Complete
KS004000004	Construction management	1430				6,332.75	6,332.75	Complete
	Tree trimming	1450	1 unit			1,050.00	1,050.00	Complete
	Fence replacement	1450	3 units			31,837.25	31,837.25	Complete
	Transfer from CF2009 to CF2010 to close	1460				1,809.79	1,809.79	Complete
WHA-wide	Operations	1406				216,000.00	216,000.00	Complete
	HUD Fin Mgmt training	1408				337.15	337.15	Complete
	Administration	1410				100,755.13	100,755.13	Complete
	Audit	1411				2,268.81	2,268.81	Complete
	Construction management	1430				1,875.38	1,875.38	In progress
	Meeting room furniture	1475				4,851.06	4,851.06	Complete

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² To be completed for the Performance and Evaluation Report.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P00450110 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2010		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
WHA-wide	Office reconfiguration – S8	1470				1,747.00	1,747.00	Complete
	Pro-vac machine	1475	1			4,580.00	4,580.00	Complete
	Interactive Voice Response system	1475				37,400.00	37,400.00	Complete
	Shelving for maintenance vehicles	1475				1,320.00	1,320.00	Complete
	Camera	1475	1			199.99	199.99	Complete
	Housing software upgrade	1475				21,610.30	21,610.30	Complete
	TOTALS			0	0	1,044,239.39	1,044,239.39	

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2014

Part I: Summary					
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450111 Replacement Housing Factor Grant No: NA Date of CFFP: NA				FFY of Grant: 2011 FFY of Grant Approval: 2011
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2012 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$186,000		106,000.00	106,000.00
3	1408 Management Improvements	5,000		0	0
4	1410 Administration (may not exceed 10% of line 21)	93,000		31,436.32	31,436.32
5	1411 Audit	5,000		0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs	109,426		20,104.88	20,104.88
8	1440 Site Acquisition				
9	1450 Site Improvement	102,000		0	0
10	1460 Dwelling Structures	155,000		0	0
11	1465.1 Dwelling Equipment—Nonexpendable	230,000		181,000.00	181,000.00
12	1470 Non-dwelling Structures	10,000		0	0
13	1475 Non-dwelling Equipment				
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary						
PHA Name: City of Wichita Housing Authority		Grant Type and Number Capital Fund Program Grant No: KS16P00450111 Replacement Housing Factor Grant No: NA Date of CFFP: NA			FFY of Grant:2011 FFY of Grant Approval: 2011	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2012 <input type="checkbox"/> Final Performance and Evaluation Report						
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹		
		Original	Revised ²	Obligated	Expended	
18a	1501 Collateralization or Debt Service paid by the PHA					
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment					
19	1502 Contingency (may not exceed 8% of line 20)					
20	Amount of Annual Grant:: (sum of lines 2 - 19)	930,426		338,541.20	338,541.20	
21	Amount of line 20 Related to LBP Activities					
22	Amount of line 20 Related to Section 504 Activities					
23	Amount of line 20 Related to Security - Soft Costs					
24	Amount of line 20 Related to Security - Hard Costs	102,000		0	0	
25	Amount of line 20 Related to Energy Conservation Measures	305,000		0	0	
Signature of Executive Director Mary K. Vaughn		Date 10/2/2012		Signature of Public Housing Director Brad Snapp		
				Date 10/2/2012		

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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P00450111 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2011		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
KS004000001	GM & MM – Replace chillers	1465	4	\$230,000		\$181,000.00	\$181,000.00	Complete
Greenway Manor								
McLean Manor								
KS004000002	Appliances	1465		0		0	0	
KS004000003	Fence replacement	1450	17	51,000		0	0	
	Window replacement	1460	13	75,000		0	0	
	Single family unit rehabilitation	1460	3	60,000		0	0	
KS004000004	Fence replacement	1450	17	51,000		0	0	
	Single family unit rehabilitation	1460	1	20,000		0	0	
WHA-wide	Operations	1406		186,000		106,000.00	106,000.00	In progress
	Management improvements	1408		5,000		0	0	
	Administration	1410		93,000		31,436.32	31,436.32	In progress
	Audit	1411		5,000		0	0	
	Engineering and inspection	1430		109,426		20,104.88	20,104.88	In progress
	Office improvements	1470		10,000		0	0	

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² To be completed for the Performance and Evaluation Report.

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
² To be completed for the Performance and Evaluation Report.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 3/31/2014

Part I: Summary					
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450112 Replacement Housing Factor Grant No: NA Date of CFFP: NA				FFY of Grant: 2012 FFY of Grant Approval: 2012
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2012 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 21) ³	\$154,230	\$154,230	0	0
3	1408 Management Improvements	5,000	5,000	0	0
4	1410 Administration (may not exceed 10% of line 21)	77,115	77,115	0	0
5	1411 Audit	5,000	5,000	0	0
6	1415 Liquidated Damages				
7	1430 Fees and Costs	92,538	92,538	0	0
8	1440 Site Acquisition				
9	1450 Site Improvement	92,250	92,250	0	0
10	1460 Dwelling Structures	132,800	314,172	0	0
11	1465.1 Dwelling Equipment—Nonexpendable	181,372	0	0	0
12	1470 Non-dwelling Structures	7,710	7,710	0	0
13	1475 Non-dwelling Equipment	23,135	23,135	0	0
14	1485 Demolition				
15	1492 Moving to Work Demonstration				
16	1495.1 Relocation Costs				
17	1499 Development Activities ⁴				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

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⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part I: Summary					
PHA Name: City of Wichita Housing Authority	Grant Type and Number Capital Fund Program Grant No: KS16P00450112 Replacement Housing Factor Grant No: NA Date of CFFP: NA	FFY of Grant:2012 FFY of Grant Approval: 2012			
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 6/30/2012 <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA				
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
19	1502 Contingency (may not exceed 8% of line 20)				
20	Amount of Annual Grant:: (sum of lines 2 - 19)	771,150	771,150	0	0
21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
24	Amount of line 20 Related to Security - Hard Costs	72,800	72,800		
25	Amount of line 20 Related to Energy Conservation Measures	251,172	81,200		
Signature of Executive Director Mary K. Vaughn Date 10/2/2012			Signature of Public Housing Director Brad Snapp Date 10/2/2012		

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
 Expires 4/30/2011

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority			Grant Type and Number Capital Fund Program Grant No: KS16P00450112 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2012		
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised ¹	Funds Obligated ²	Funds Expended ²	
KS004000001	Kitchens	1460	60 units	\$0	\$176,400	\$0	\$0	
KS004000001	Kitchens	1465	60 units	178,372	0			
KS004000003	Window replacements	1460	13 units	72,800	72,800	0	0	
“	Single family rehabilitation	1460	2 units	40,000	40,000	0	0	
“	Site Improvements	1450	12 units	60,000	36,000	0	0	
KS004000004	Single family rehabilitation	1460	2 units	40,000	40,000	0	0	
“	Site improvements	1450	17 units	60,000	41,222	0	0	
WHA-wide	Operations	1406		154,230	154,230	0	0	
“	Management improvements	1408		5,000	5,000	0	0	
“	Administration	1410		77,115	77,115	0	0	
“	Audit	1411		5,000	5,000	0	0	
“	Engineering and inspection	1430		92,538	92,538	0	0	
“	Office improvements	1470		7,710	7,710	0	0	
“	Technology	1475		23,135	23,135	0	0	

¹ To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

² To be completed for the Performance and Evaluation Report.

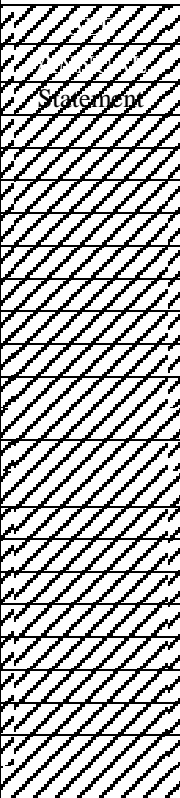
Attachment C

Five-Year Action Plan

PART I: SUMMARY						
PHA Name/Number		Locality (City/County & State)		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revision No:		
A.	Development Number and Name	Work Statement for Year 1 FFY <u>2013</u>	Work Statement for Year 2 FFY <u>2014</u>	Work Statement for Year 3 FFY <u>2015</u>	Work Statement for Year 4 FFY <u>2016</u>	Work Statement for Year 5 FFY <u>2017</u>
B	Physical Improvements Subtotal	Annual Statement	406,422	406,422	406,422	406,422
C.	Management Improvements		5000	5000	5000	5000
D.	PHA-Wide Non-dwelling Structures and Equipment		23,135	23,135	23,135	23,135
E	ADMINISTRATION		77,115	77,115	77,115	77,115
F.	Other		105,248	105,248	105,248	105,248
G.	Operations		154,230	154,230	154,230	154,230
H.	Demolition					
I.	Development					
J.	Capital Fund Financing – Debt Service					
K.	Total CFP Funds		771,150	771,150	771,150	771,150
L.	Total Non-CFP Funds					
M.	Grand Total		771,150	771,150	771,150	771,150

Part II: Supporting Pages – Physical Needs Work Statement(s)

Work Statement for Year 1 FFY <u>2013</u>	Work Statement for Year <u>2014</u> FFY <u>2014</u>			Work Statement for Year: <u>2015</u> FFY <u>2015</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
Statement	KS004000001			KS004000001		
	Kitchens	20 units	\$58,800	Domestic hot water storage tank		\$20,000
	Parking lot seal coat	2 lots	35,000	Kitchens	20 units	58,800
	Energy efficient light fixtures		20,000			
				KS004000002		
	KS004000002			Energy efficient light fixtures	50 units	10,000
	Repair and paint fences		10,000			
				KS004000003		
	KS004000003			Window replacements	16 units	96,000
	Install window replacements	13 units	79,300	Sidewalk & drive replacements	20 units	50,000
	Roof replacements	15 units	50,000	Single family rehabilitation	1 unit	20,000
	Install storage sheds			Fence replacement		
	Single family rehabilitation	2 units	40,000			
				KS004000004		
	KS004000004			Window replacements	16 units	96,000
	Roof replacements	15 units	50,000	Single family rehabilitation	2 units	35,622
	Install storage sheds			Fence replacements		
	Rehab vacant single family units	2 units	43,322			
				WHA-wide		
	WHA-wide Non-dwelling structures		10,000	Non-dwelling structure		10,000
	WHA-wide Non-dwelling equipment		10,000	Non-dwelling equipment		10,000
	Subtotal of Estimated Cost		\$406,422	Subtotal of Estimated Cost		\$406,422

Part II: Supporting Pages – Physical Needs Work Statement(s)						
Work Statement for Year 1 FFY <u>2013</u>	Work Statement for Year <u>2016</u> FFY <u>2016</u>			Work Statement for Year: <u>2017</u> FFY <u>2017</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
	KS004000001			KS004000001		
	Roof coating	1 High Rise Bldg	\$60,000	Painting	2 High Rise Bldgs	\$10,000
	Kitchens			Kitchens		
	KS004000002			KS004000002		
	Carpet replacement		20,000	Clubhouse Reno		21,000
	KS004000003			KS004000003		
	Window replacements	25 units	165,000	Window replacements	14 units	92,400
	Flatwork replacements	20 units	50,000	Flatwork replacements	17 units	50,000
				Fence replacements	17 units	44,000
	KS004000004			Relocation due to modernization		10,000
	Storage shed replacements	18 units	41,422			
	Fence replacements			KS004000004		
				Flatwork replacements	21 units	53,022
				Fence replacements	17 units	44,000
	WHA-wide					
	Office roof coating		40,000	WHA-wide		
	Office HVAC		30,000	Non-dwelling structure		10,000
				Operating software		72,000
	Subtotal of Estimated Cost		\$406,422	Subtotal of Estimated Cost		\$406,422

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Housing Choice Voucher Programs

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

315 N. Riverview, Wichita KS 67203; 332 N. Riverview, Wichita KS 67203; 2018 N. Wellington Place, Wichita KS 67203; 2627 W. 9th Street, Wichita KS 67203; 520 W. 25th Street N., Wichita KS 67204; and attached list of all additional properties which are located with the city limits of Wichita, Kansas.

Check here ☒ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Carl Brewer

Title

Mayor and Chairman of the Wichita Housing Authority Board

Signature

Date

X

10/02/2012

Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB# 2577-0226
Expires 08/30/2011

**Certification by State or Local Official of PHA Plans Consistency with the
Consolidated Plan**

I, Robert Layton the City Manager certify that the Five Year and
Annual PHA Plan of the Wichita Housing Authority is consistent with the Consolidated Plan of
City of Wichita, Kansas prepared pursuant to 24 CFR Part 91.

 9-9-12

Signed / Dated by Appropriate State or Local Official

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Public Housing and Housing Choice Voucher Programs

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Carl Brewer

Title

Mayor and Chairman of the Wichita Housing Auth

Signature

Date (mm/dd/yyyy)

10/02/2012

Civil Rights Certification

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Expires 08/30/2011

Civil Rights Certification**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

City of Wichita Housing Authority
PHA Name

KS004
PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)	
Name of Authorized Official Carl Brewer	Title Mayor and Chairman of the Wichita Housing Authority Board
Signature	Date 10/2/2012

form HUD-50077-CR (1/2009)

OMB Approval No. 2577-0226

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input checked="" type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: U.S. Department of Housing and Urban Development			7. Federal Program Name/Description: Public Housing Capital Fund Program CFDA Number, if applicable: 14.872		
8. Federal Action Number, if known: N/A			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Goter, Dale 455 N. Main Wichita, Kansas 67202			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Carl Brewer Title: Mayor and Chairman of the Wichita Housing Authority Board Telephone No.: 316.268.4333 Date: 10/02/2012		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 08/30/2011

PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the N/A 5-Year and/or 2013 Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

City of Wichita Housing Authority
 PHA Name

KS004
 PHA Number/HA Code

____ 5-Year PHA Plan for Fiscal Years

 X Annual PHA Plan for Fiscal Years 2013

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Carl Brewer

Title
 Mayor and Chairman of the Wichita
 Housing Authority Board

Signature

Date
 10/2/2012

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 2, 2012**

- a. Eastborough South Water Main Replacement Eastborough 3rd (north of Kellogg, east of Woodlawn) (448-90213/635807/752029) Traffic to be maintained during construction using flagpersons and barricades. (District Eastborough) - \$1,745,000.00
- b. Lateral 1b, Main 19, Four Mile Creek Sewer and Lift Station Removal to serve Savanna at Castle Rock Ranch 7th and Stonebridge 2nd Additions (north of 13th Street North, east of 143rd Street East) (468-84377/624105/652023) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$500,000.00

To be Bid: September 21, 2012

PRELIMINARY ESTIMATE of the cost of:
 Eastborough South Water Main Replacement
 (north of Kellogg, east of Woodlawn)

All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Lump Sum Bid Items

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Traffic Control	1	LS
4	Transportation of Salvaged Material	1	LS

Lump Sum Bid Items-Water Line

5	Abandon Existing System	1	LS
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Measured Quantity Bid Items-Water Line

6	Pipe, WL 6"	20	lf
7	Pipe, WL 8"	16,203	lf
8	Pipe, DI CL 6"	24	lf
9	Pipe, DI CL 8"	90	lf
10	Valve Assembly 06"	2	ea
11	Valve Assembly 08"	27	ea
12	Valve Assembly, Anchored 6"	1	ea
13	Valve Assembly, Anchored 8"	1	ea
14	Fire Hydrant Assembly	22	ea
15	Service Line, Short 1"	100	ea
16	Service Line, Long 1"	110	ea

Measured Quantity Bid Items-Erosion Control

17	BMP, Construction Entrance	1	ea
18	BMP, Back of Curb Protection	1,000	lf

Measured Quantity Bid Items-Paving

19	AC Pavement Removed & Replaced	375	sy
20	Concrete Driveway Removed & Replaced	300	sf
21	Concrete C & G Removed & Replaced (roll curb)	450	lf
22	Concrete C & G Removed & Replaced (arterial curb)	60	lf

Measured Quantity Lump Sum Bid Items-Landscaping

23	Sodding	1	LS
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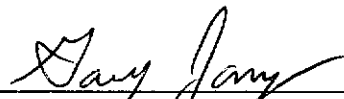
Construction Subtotal

Design Fee
 Engineering & Inspection
 Administration
 Publication
 Water Dept (Taps)

Total Estimated Cost**\$1,745,000.00**

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this _____
 (DATE)

 City Clerk

To be Bid:

September 21, 2012

PRELIMINARY ESTIMATE of the cost of:

Lateral 1b, Main 19, Four Mile Creek Sewer and Lift Station Removal
to serve Savanna at Castle Rock Ranch 7th and Stonebridge 2nd Additions
(north of 13th Street North, east of 143rd Street East)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

Lump Sum Bid Items

1	Pipe, SS 12" DO NOT BID	850	lf
2	Pipe, Casing (20" ID min.) - Bored & Jacked	240	lf
3	MH, Standard SS (4')	1	ea
4	MH, Standard SS (5')	3	ea
5	Air Testing, SS Pipe	610	lf
6	MH Abandoned	1	LS
7	MH Adjusted	2	ea
8	Lift Station Module Removed	1	LS
9	Site Clearing	1	LS
10	Site Restoration (incl Sprinkler System)	1	LS
11	Sodding	1	LS
12	Seeding	1	LS

Measured Quantity Bid Items

13	Concrete Pavement Removed	62	sf
14	BMP, Erosion Control Mat	3,750	sy
15	BMP, Silt Fence	300	lf
16	BMP, Ditch Check	2	ea

Add Alternate 1 Lump Sum Bid Items

17	Pipe, SS 12", PVC	610	lf
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Add Alternate 2 Lump Sum Bid Items

18	Pipe, SS 12", SaniTite HP	610	lf
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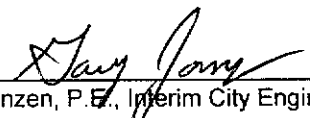
Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Right-of-Way

Total Estimated Cost\$500,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., Interim City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

652023 (624105) 468-84377

Page _____

EXHIBIT

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Petition for Sanitary Sewer in Remington Place Addition
(south of 21st, east of Webb) (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petition.

Background: On September 25, 2012, the City Council approved a petition for sanitary sewer in Remington Place Addition. A second attempt to award the construction contract within the budget set by the petition was not successful. The developer has submitted a new petition with an increased budget. The signature on the petition represents 100% of the improvement district.

Analysis: The project will provide sanitary sewer required for a new commercial development located south of 21st, east of Webb.

Financial Considerations: The existing petition totals \$82,000. The new petition totals \$107,000. The funding source is special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer required for a new commercial development.

Legal Considerations: The petition and resolution have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the new petition, adopt the resolution and authorize the necessary signatures.

Attachments: CIP sheet, petition and resolution.

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				USE: To Initiate Project <input type="text"/> To Revise Project <input checked="" type="text"/>	1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.																
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location																		
Public Works & Utilities	Eng & Arch	9/24/2012	Sanitary Sewer in Remington Place Addition																		
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date																		
NI		2012																			
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised																		
As Required	As Required																				
12. Project Cost Estimate				12A.																	
ITEM	GO	SA	OTHER*	TOTAL	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center; border-bottom: 1px solid black;">Yes</td> <td style="width: 20%; text-align: center; border-bottom: 1px solid black;">No</td> </tr> <tr> <td style="padding: 5px;">Platting Required</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Lot Split</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Petition</td> <td style="border: 1px solid black; text-align: center;">X</td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="padding: 5px;">Ordered by WCC</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </table>			Yes	No	Platting Required			Lot Split			Petition	X		Ordered by WCC		
	Yes	No																			
Platting Required																					
Lot Split																					
Petition	X																				
Ordered by WCC																					
Right of Way					Remarks: 100% Petition *Sanitary Sewer Utility Lateral 59, Main 24, War Industries Sewer 468-84786																
Paving, grading & const.																					
Bridge																					
Drainage																					
Sanitary Sewer		\$107,000		\$107,000																	
Sidewalk																					
Water																					
Traffic Signals & Turn Lanes																					
Totals		\$107,000		\$107,000																	
Total CIP Amount Budgeted																					
Total Prelim. Estimate																					
13. Recommendation: Approve the petition and adopt the resolution																					
Division Head	Department Head		Budget Officer		City Manager																
			Date		Date																

First Published in the Wichita Eagle on October 5, 2012

RESOLUTION NO. 12-224

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 59, MAIN 24, WAR INDUSTRIES SEWER (SOUTH OF 21ST, EAST OF WEBB) 468-84786** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 59, MAIN 24, WAR INDUSTRIES SEWER (SOUTH OF 21ST, EAST OF WEBB) 468-84786** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution **No. 11-252** adopted on **October 25, 2011**, Resolution **No. 12-162** adopted on **June 19, 2012**, and Resolution **No. 12-217** adopted on **September 25, 2012** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 59, Main 24, War Industries Sewer (south of 21st, east of Webb) 468-84786**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Seven Thousand Dollars (\$107,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **May 1, 2012**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

REMINGTON PLACE ADDITION

Lot 1, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1; REMINGTON PLACE ADDITION shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of October, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

RECEIVED

SEP 25 '12

CITY CLERK OFFICE

SANITARY SEWER PETITION

To the Mayor and City Council
Wichita, Kansas

Replaces 468-84786
Lot 59, M24, WIS

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

REMINGTON PLACE ADDITION

LOT 1, BLOCK 1;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (South of 21st,
East of Webb)
- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
 - (b) That the estimated and probable cost of the foregoing improvements is One Hundred Seven Thousand Dollars (\$107,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2012.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable

size and/or value:

Lot 1, Block 1; Remington Place Addition shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
 - (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

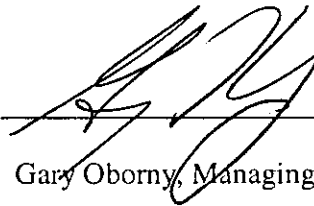
LEGAL DESCRIPTION	SIGNATURE	DATE
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REMINGTON PLACE ADDITION

21 WEBB, LLC

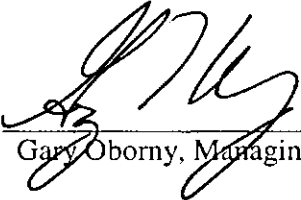
TH PT LOT 1 BEG NE COR THE W 125 FT
TH S 240 FT TH E 55 FT TH SELY 78.11 FT
TO E LI TH N ALG CUR 59 FT TH N 6.25 FT
TH NW 81.05 FT TH N 110 FT TO BEG
BLOCK 1;

By:



Gary Oborny, Managing Member

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>REMINGTON PLACE ADDITION</u> LOT 1 EXC TH PT BEG NE COR TH W 125 FT TH S 240 FT TH E 55 FT TH SELY 78.11 FT TO E LI N ALG CUR 59 FT TH N 6.25 FT TH SW 81.05 FT TH N 110 FT TO BEG BLOCK 1.	21 WEBB, LLC By:  _____ Gary Oborny, Managing Member	

**REMINGTON PLACE ADDITION
SANITARY SEWER PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	806	LF	\$ 40.00		\$ 32,240.00
Connection to Exist MH	1	LF	\$ 3,000.00		\$ 3,000.00
Manholes	3	EA	\$ 4,200.00		\$ 12,600.00
Fill sand, flushed & vibrated	806	LF	\$ 10.00		\$ 8,060.00
Site Clearing & Restoration	1	LS	\$ 10,000.00		\$ 10,000.00
			Contingencies @ 20% +/-		\$ 13,180.00
			Construction Total		\$ 79,080.00
			35% Engineering, Administration, Etc.		\$ 27,678.00
			TOTAL		\$ 106,758.00

For Petition Use \$107,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia A. Upmack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this

25th day of September 20 12



Jim Edwards
Deputy City Clerk

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Toy Run Rally (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Terisa Olson, Wichita Toy Run Association, is coordinating the Wichita Toy Run Rally in Delano with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Toy Run Rally November 4, 2012 8:00 am – 5:00 pm
§ Douglas Avenue, McLean Boulevard to Seneca Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Monster Bash 5K Run (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Monster Bash 5K Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Monster Bash 5K Run, Saturday October 27, 2012 5:00 pm – 6:00 pm

- Thirty-second Street, Rushwood Street to Woodlawn Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Inspire Hope Run (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Enszt, Clark Enszt, Inc. is coordinating the Inspire Hope Run with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Inspire Hope Run, Saturday November 3, 2012 9:00 am – 10:30 am

- Webb Road, 13th Street North to entrance of Beech Lake, north bound curbside lane
- 13th Street North, Webb Road to entrance of Beech Lake, east bound curbside lane

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – 21st Annual Frostbite Regatta (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Jay Pfeiffer, Wichita Rowing Association, is coordinating the 21st Annual Frostbite Regatta with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

21st Annual Frostbite Regatta November 4, 2012 6:30 am – 6:00 pm
§ Nims Street, Central Avenue to Roundabout.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita
City Council Meeting
October 2, 2012**

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon and Fun Run (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hansen, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Prairie Fire Marathon October 14, 2011 12:00 am – 5:00 pm

- § Lewis/Waterman Street, Main Street to McLean Boulevard
- § McLean Boulevard, Lincoln Street to Douglas Avenue
- § Douglas Avenue, McLean Boulevard to Clifton Avenue
- § Clifton Avenue, Douglas Avenue to Waterman Street
- § Waterman Street, Clifton Street to Bluff Street
- § Bluff Street, Waterman Street to Fountain Street
- § Fountain Street, Bluff Street to Lewis Street
- § Lewis Street, Fountain Street to Glendale Street
- § Glendale Street, Lewis Street to Waterman Street
- § Waterman Street, Glendale Street to Edgemoor Street
- § Edgemoor Street, Waterman Street to South Lexington Street
- § South Lexington Street, Edgemoor Street to South Ridgecrest Street
- § South Ridgecrest Street, South Lexington Street to Lynwood Street
- § Lynwood Street, South Ridgecrest Street to Hampton Street
- § Hampton Street, Lynwood Street to Lakeside Boulevard
- § Lakeside Boulevard, Willowbrook Road to South Mission Drive
- § Willowbrook Road, Lakeside Boulevard to South Mission Drive
- § South Mission Drive, Lynwood/Willowbrook Street to Huntington Street
- § Huntington Street/Douglas Avenue, South Mission Drive to Rutland Street
- § Rutland Street, Douglas Avenue to Armour Avenue
- § Armour Avenue, Rutland Street to Central Avenue
- § Central Avenue, Armour Avenue to Broadmore Avenue
- § Broadmore Avenue, Central Avenue to Doreen Street
- § Doreen Street, Killarney Street to Donegal Street

§ Donegal Street, Doreen Street to Rock Road
 § Rock Road, Donegal Street to Polo Drive
 § Polo Drive, Rock Road to South Magill Street
 § Broadmoor Street, Polo Drive to Magill Street
 § Magill Street, Broadmoor Street to Doreen Street
 § Doreen Street, Magill Street to Oneida Street
 § Oneida Street, Doreen Street to Post Oak Road
 § Post Oak Road, Oneida Street to path
 § Tallyrand/Tenth Street, path to Gretchen Lane
 § Gretchen Lane, Tenth Street to Magill Street
 § Magill Street, Gretchen Lane to Whitfield Lane
 § Whitfield Lane, Magill Street to Eleventh Street
 § Eleventh Street, Whitfield Lane to Willow Lane
 § Willow Lane/Polo Drive, Eleventh Street to Edgemoor Street
 § Edgemoor Street, Polo Drive to Second Street
 § Second Street, Edgemoor Street to Oliver Street
 § Oliver Street, Second Street to Oakland Street
 § Oakland Street, Oliver Street to Dellrose Street
 § Dellrose Street, Oakland Street to English Street
 § English Street, Dellrose Street to Clifton Avenue
 § Clifton Avenue, English Street to Douglas Avenue
 § Douglas Avenue, Clifton Street to Emporia Avenue
 § Emporia Avenue, Douglas Street to Pine Street
 § Pine Street, Emporia Avenue to Santa Fe Street
 § Santa Fe Street, Pine Street to Murdock Avenue
 § Murdock Avenue, Santa Fe Street to Main Street
 § Main Street, Murdock Avenue to Eighth Street
 § Eighth Street, Main Street to Back Bay Boulevard
 § Back Bay Blvd., Eight Street to Ninth Street
 § Ninth Street, Back Bay Blvd. to Oak Park Drive
 § Oak Park Drive, Ninth Street to Forest Avenue
 § Forest Avenue, Oak Park Drive to Twelfth Street
 § Twelfth Street, Forest Avenue to Oak Park Drive
 § Oak Park Drive, Twelfth Street to Eleventh Street
 § Eleventh Street, Oak Park Drive to Woodrow Street
 § Woodrow Avenue, Eleventh Street to Twelfth Street
 § Twelfth Street, Woodrow Avenue to Amidon Avenue
 § Amidon Avenue, Twelfth Street to Sim Park Drive
 § Sim Park Drive, Amidon Avenue to Museum Boulevard
 § Museum Boulevard, Sim Park Drive to Stackman Drive
 § Sim Park Drive, Museum Boulevard to Stackman Drive
 § Stackman Drive, Sim Park Drive to Nims Street
 § Nims Street, Stackman Drive to West River Boulevard
 § West River Boulevard, Nims Street to Murdock Avenue
 § Murdock Street, West River Boulevard to Main Street
 § Main Street, Murdock Street to Second Street
 § Second Street, Main Street to Greenway Boulevard
 § Greenway Boulevard, Second Street to Central Avenue
 § Central Avenue, Greenway Boulevard to Seneca Street
 § Seneca Street, Central Avenue to McLean Boulevard
 § McLean Boulevard, Seneca Street to Lewis Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Half Marathon (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hansen, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Prairie Fire Half Marathon October 14, 2012 12:00 am – 5:00 pm

- § Lewis/Waterman Street, Main Street to McLean Boulevard
- § McLean Boulevard, Maple Street to Douglas Avenue
- § Douglas Avenue, McLean Boulevard to Clifton Street
- § Clifton Street, Douglas Avenue to Waterman Street
- § Waterman Street, Clifton Street to Circle Drive
- § Circle Drive, Waterman Street to Bluff Street
- § Bluff Street, Circle Drive to Waterman Street
- § Waterman Street, Bluff Street to Fountain Street
- § Fountain Street, Waterman Street to Lewis Street
- § Lewis Street, Fountain Street to Glendale Street
- § Glendale Street, Lewis Street to Waterman Street
- § Waterman Street, Glendale Street to Ridgewood Street
- § Ridgewood Street, Waterman Street to Second Street
- § Second Street, Ridgewood Street to Dellrose Street
- § Dellrose Street, Second Street to English Street
- § English Street, Dellrose Street to Circle Drive
- § Circle Drive, English Street to Oakland Street
- § Oakland Street, Circle Drive to Clifton Drive
- § Clifton Drive, Oakland Street to Douglas Avenue
- § Douglas Avenue, Clifton Street to Emporia Avenue
- § Emporia Avenue, Douglas Avenue to Pine Street
- § Pine Street, Emporia Avenue to Santa Fe Street
- § Santa Fe Street, Pine Street to Murdock Street
- § Murdock Street, Santa Fe Street to Main Street

- § Main Street, Murdock Street to Second Street
- § Second Street. Main Street to Greenway Boulevard
- § Greenway Boulevard, Second Street to Central Avenue
- § Central Avenue, Greenway Boulevard to Seneca Street
- § Seneca Street, Central Avenue to McLean Boulevard
- § McLean Boulevard, Seneca Street to Lewis Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon 5K (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Bob Hansen, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Prairie Fire Marathon 5K October 14, 2012 12:00 am – 5:00 pm

- § Lewis/Waterman Street, Main Street to McLean Boulevard
- § McLean Boulevard, Lincoln Street to Douglas Avenue
- § Douglas Avenue, McLean Boulevard to Main Street
- § Main Street, Douglas Avenue to Second Street
- § Second Street, Main Street to Greenway Boulevard
- § Greenway Boulevard, Second Street to Central Avenue
- § Central Avenue, Greenway Boulevard to Seneca Street
- § Seneca Street, Central Avenue to McLean Boulevard
- § McLean Boulevard, Seneca Street to Lewis Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a

Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Prairie Fire Marathon Set-up (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Bob Hansen, President and CEO, Greater Wichita Area Sports Commission is coordinating the Prairie Fire Marathon with area business owners and making arrangements with staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Prairie Fire Marathon Set-up October 13, 10:00 am – October 14, 2012 5:00 pm
§ South Wichita Street, Waterman Street to Dewey Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Change Order No. 6-WaterWalk, Waltzing Waters Plaza Sound System (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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Recommendation: Approve the Change Order No. 6.

Background: On September 14, 2010, the City Council approved a revised WaterWalk Master Plan that located the Waltzing Waters Fountain on the east side of Wichita Street midway between Dewey and WaterWalk Place. The architects then completed the design for this area and produced the construction documents required for competitive bidding. Snodgrass & Sons Construction Co. Inc. was the low bidder and was awarded a contract on November 22, 2011 for the construction in the amount of \$1,816,000, which was well below the estimate of \$2,697,635.

Analysis: The project plan includes two ponds, a large pond that surrounds the Waltzing Waters fountain on three sides and a smaller pond at the south east corner of Waterman and Wichita Street. The architects only defined the location, size and shape of the ponds, because the ponds are constructed by a specialty contractor that uses specific methods and techniques to achieve a very natural result. Since the engineers were not responsible for designing the ponds, the water lines, associated valves and controls to maintain the pond water levels, these items were overlooked in the construction documents. A pond fill system including all piping, valves, controls etc. has now been designed that must be added to the project at a cost of \$19,018.

Carbon dioxide is used in the fountain water purification system. The plans originally called for an 80 pound tank of carbon dioxide that must be replaced periodically. The control room is below grade, and the safety of taking tanks up and down the stairs is a concern. Therefore separate bids were taken to install a tank that is refilled by a service truck through an external connection. Minor changes are required at a cost of \$230.

The project includes traffic barrier arms that come down to stop traffic on Wichita Street during fountain performances. The control cabinet for the barrier arm by the driveway entrance to the Boat House is vulnerable to damage, so pipe bollards are needed to protect it at a cost of \$580.

It has been discovered that existing sprinkler lines were not installed as shown on existing sprinkler plans and they are in conflict with the pond to be located at the south east corner of Waterman and Wichita Streets. The lines must be relocated at a cost of \$820.

There are large pipes attached to the sidewalls of the fountain pool as part of the pool circulation and sanitation system. It was discovered that the current design would cause the pipe brackets to extend above the water's surface, so revised piping and new brackets are needed at a cost of \$2,134.

The contract completion date must be extended to September 28 at no cost to accommodate the schedule of the factory representatives from Waltzing Waters who will oversee the fountain installation in September due to a conflict that prevented them from being here in August as originally scheduled.

Financial Considerations: The total cost of the additional work is \$22,782 to be paid from City funds previously allocated for WaterWalk projects. The original contract amount is \$1,816,000. This will bring

the total of all change orders to \$65,058. This change order plus previous change orders represents 3.58% of the original contract amount.

Goal Impact: The Waltzing Waters fountain and surrounding plaza will improve the Quality of Life for the people of Wichita and for visitors to the City. It will also aid in economic development by drawing more people to the downtown area.

Legal Considerations: The Law Department has approved the Change Order No. 6 as to form.

Recommendation/Action: It is recommended that Council approve Change Order No. 6 and authorize the necessary signatures.

Attachment: Change Order No. 6 and Snodgrass & Sons proposal letters.



**To: Snodgrass & Sons
Construction Company, Inc.**

Project: Waltzing Waters Plaza

**Change Order No.: Six (6)
Purchase Order No.: 130937
CHARGE TO OCA No.: 792537**

**Project No.: 435352
OCA No.: 792537
PPN:**

Please perform the following extra work at a cost not to exceed \$22,782.00

Additional Work: Install controls, valves and piping for supplying water to fill and maintain the water level in the large pond adjacent to the fountain pool and to the smaller pond at the southeast corner of Waterman and Wichita. Make changes to allow a CO² tank that can be refilled to be used in lieu of a tank that must be replaced periodically. Add pipe bollards at the north traffic barrier. Relocate sprinkler lines at the north pond. Modify pool circulation piping. Also extend the contract completion date to September 28, 2012.

Reason for Additional Work: (1) The architects who designed the Waltzing Waters Plaza project only indicated a location, size and shape for the ponds, but they did not design them, because they are constructed by a specialty contractor who builds the ponds using his own methods and techniques. Since the project engineers did not design the ponds, they inadvertently missed including the pond filling system in their drawings. Therefore a pond filling system must be installed now.

(2) CO² is used in the fountain water purification system. The plans originally called for an 80# tank of CO² that must be replaced periodically. The control room is below grade, and the safety of taking tanks up and down the stairs was a concern. Therefore separate bids were taken to install a tank that is refilled by a service truck through an external connection. Minor changes are required.

(3) The project includes traffic barrier arms that come down to stop traffic on Wichita Street during fountain performances. The one by the entrance to the Boat House is vulnerable to damage, so pipe bollards are needed to protect it.

(4) Existing sprinkler lines were discovered that are in conflict with the construction of the north pond and must be relocated to provide construction clearance.

(5) A water circulation pipe must be relocated in the fountain pool to keep the brackets below water level.

(6) The contract completion date must be extended to September 28 at no cost to accommodate the schedule of the factory representatives from Waltzing Waters who will oversee the fountain installation September 4-26 due to a conflict that prevented them from being here in August as originally scheduled.

Item		Negot'd/Bid	Qty	Unit Price	Extension
Labor	Pond Fill	Negotiated			\$5,280.00
Material & Equipment Rental	Pond Fill	Negotiated			\$3,320.00
Bore under Existing Street	Pond Fill	Negotiated			\$1,575.00
Mechanical Subcontractor	Pond Fill	Negotiated			\$6,913.00
Mechanical Subcontractor	CO ² Tank	Negotiated			\$207.00
Labor	Bollards	Negotiated			\$156.00
Material	Bollards	Negotiated			\$255.00
Paint	Bollards	Negotiated			\$110.00
Labor	Sprinkler	Negotiated			\$112.00
Material	Sprinkler	Negotiated			\$150.00
Rental	Sprinkler	Negotiated			\$25.00
Sprinkler Subcontractor	Sprinkler	Negotiated			\$450.00
Mechanical Subcontractor	Pipe in Pool	Negotiated			\$1,917.00

Subtotal

160

\$20,470.00

Overhead		\$1,023.00
Profit		<u>\$1,289.00</u>
	TOTAL:	\$22,782.00

CIP Budget Amount:	\$4,300,000.00	Original Contract Amt.:	\$1,816,000.00
Consultant: GLMV Architecture		Current CO Amt.:	\$22,782.00
Exp. & Encum. To Date:	\$3,627,581.53	Amt. of Previous CO's:	\$42,276.00
CO Amount:	\$22,782.00	Total of All CO's:	\$65,058.00
Unencum. Bal. After CO:	\$649,636.47	% of Orig. Contract / 10% Max.:	3.58%
		Adjusted Contract Amt.:	\$1,881,058.00

Recommended By:

Approved:

Ed Martin
Building Services Manager

Date

Gary Janzen, P.E.
Interim City Engineer

Date

Approved:

Approved:

Contractor

Date

Alan King
Director of Public Works & Utilities

Date

Approved As To Form:

Approved:

Gary E. Rebenstorf
Director of Law

Date

Carl Brewer
Mayor

Date

Attest:

City Clerk

Date

CITY OF WICHITA
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Easements Across City-owned Property in the 100 Block of South Broadway (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easements.

Background: On September 13, 2011, the City Council approved the Douglas Place Tax Increment Financing (TIF) Project Plan. As part of the plan, the City of Wichita is developing an urban park in the 100 Block of South Broadway between the proposed hotel and the former Henry's building at 124 South Broadway that is scheduled to be redeveloped by the owner, Slawson Investment Corporation.

Analysis: To facilitate the redevelopment of the Henry's building, several easements are required that impact the urban park area. One of these is an easement to allow access for maintenance to be performed on the north side of the building. A second easement allows the placement of a grease trap serving the proposed restaurant in the building under a portion of the urban park. A third easement allows public access to the building through the urban park. None of these easements adversely impacts the utilization of the park for its ascribed purpose. All of the easements are necessary to allow the redevelopment of the Henry's building.

Financial Considerations: None of the easements requires any financial expenditure by the City nor do the easements impact any future revenues or expenses.

Goal Impact: Granting the easement will aid the redevelopment of the building, thus supporting redevelopment of the area and supporting the Core Area and Neighborhoods as well as promoting Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has approved the easement document as to form.

Recommendation/Action: It is recommended that the City Council approve the easements and authorize all necessary signatures.

Attachments: Declaration of Easement, Declaration Utility Easement, and Declaration Ingress and Egress Easement

AFTER RECORDING MAIL TO:
Slawson Investment Corporation
Attn: Stuart Kowalski
727 N Waco, Suite 400
Wichita, Kansas 67203

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DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made and entered into as of the ____ day of September, 2012 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City").

WHEREAS, Slawson Investment Corporation is the owner of **Lots 5, 7, 9 and 11 and the south 1.30 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas** (the "Slawson Property", the owner at any time of the Slawson Property being referred to herein as the "Slawson Property Owner") and the improvements thereon;

WHEREAS, the City is the owner of **Lot 1 and the north 23.7 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas** (the "Urban Park Property" the owner of which being referred to herein as the "Urban Park Owner");

WHEREAS, because of the proximity of the building now located on the Slawson Property to the Urban Park Property, it is impossible for Grantee to perform repair and maintenance on its building without entering onto the Urban Park Property.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, for itself and its successors and assigns, state as follows:

1. Declaration of Easement. The City, for itself as owner of the Urban Park Property and for its successors and assigns, hereby grants and conveys to the Slawson Property Owner a perpetual exclusive easement, as an appurtenance to the Slawson Property, over and across the southern most fifteen (15) feet of the Urban Park Property for the sole purpose of repairing, maintaining and improving the building located on the Slawson Property. Additionally, should the Slawson Property Owner in the future desire to mount or display a sign or signs on the north wall of the building located on the Slawson Property, the Slawson Property Owner shall have the right under this Easement to enter upon the Urban Park Property for the purposes of installing, repairing, maintaining, servicing, changing, removing or reinstalling any such sign or signs. Such signs, displays or replacement signs or displays must be approved by the Grantor prior to installation, changing or reinstallation, such approval shall not be unreasonably withheld. Such signs, displays or replacement signs or displays may encroach upon the Urban Park Property, but no more than 14 inches.

2. Duration of Easement. The easement granted herein is perpetual and unless and until terminated by the filing of a duly executed release by the Slawson Property Owner in the office of the Sedgwick County Register of Deeds, shall run with the land and shall bind each person or entity that is the Urban Park Owner, for so long as, and to the extent such persons or entities own any interest in the Urban Park Property, as applicable.

3. Reservation of Grantor. Notwithstanding the foregoing, the Easement granted herein shall be subordinate to the rights hereby reserved unto Grantor, its successors and assigns, to construct permanent improvements upon the Urban Park Property, so long as such improvements do not unreasonably impair Grantee's use and enjoyment of the Easement herein granted.

4. Indemnity. The Slawson Property Owner agrees to indemnify and hold the Urban Park Owner harmless from any and all claims resulting from the Slawson Property Owner's use of the easement granted in this Declaration to the extent such claims are caused by the negligence of the Slawson Property Owner.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of September, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires:

Notary Public

AFTER RECORDING MAIL TO:
Slawson Investment Corporation
Attn: Stuart Kowalski
727 N Waco, Suite 400
Wichita, Kansas 67203

(Space left blank for recording purposes)

DECLARATION UTILITY EASEMENT

THIS DECLARATION OF UTILITY EASEMENT (this "Declaration") is made and entered into as of the _____ day of September, 2012 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City") and SLAWSON INVESTMENT CORPORATION, a Kansas corporation ("Slawson").

WITNESSETH

WHEREAS, Slawson is the owner of **Lots 5, 7, 9 and 11 and the south 1.30 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas** (the "Slawson Property", the owner at any time of the Slawson Property being referred to herein as the "Slawson Property Owner") and the improvements thereon;

WHEREAS, the City is the owner of **Lot 1 and the north 23.7 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas** (the "Urban Park Property" the owner of which being referred to herein as the "Urban Park Owner");

WHEREAS, the City, as the Urban Park Owner, desires to grant for the benefit of the Slawson Property Owner and its successors and assigns an easement for construction, installation, maintenance, repair and removal of a grease trap and the associated piping, fittings

and appurtenances extending from the Slawson Property to the grease trap location as shown on Exhibit A (the "Grease Trap").

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, for itself and its successors and assigns, state as follows:

1. Declaration of Easement. The City, for itself as owner of the Urban Park Property and for its successors and assigns, hereby grants and conveys to the Slawson Property Owner a perpetual exclusive underground utility easement, as an appurtenance to the Slawson Property, over, across and under that portion of the Urban Park Property shown and described in Exhibit A for the installation, maintenance, repair, cleaning, replacement, use and removal of an underground Grease Trap.

2. Compliance. The Slawson Property Owner shall comply with all applicable building codes and permitting processes in connection with the installation and operation of the Grease Trap and the related piping, fittings and appurtenances.

3. Maintenance of the Grease Trap. The Slawson Property Owner shall, at all times during the term of this Declaration, maintain the Grease Trap in good repair and condition, at its sole risk and expense.

4. Benefits and Duration. The easement granted herein is perpetual and unless and until terminated by the filing of a duly executed release by the Slawson Property Owner in the office of the Sedgwick County Register of Deeds, shall run with the land and shall bind each person or entity that is the Urban Park Owner, for so long as, and to the extent such persons or entities own any interest in the Urban Park Property, as applicable.

5. Utility Relocation. The relocation of any utilities currently located within the Urban Park Property necessitated by the construction of the Grease Trap shall be at the sole cost and expense of the Slawson Property Owner.

6. Reservation of Grantor. Notwithstanding the foregoing, the Easement granted herein shall be subordinate to the rights hereby reserved unto Grantor, its successors and assigns, to construct permanent improvements upon the Urban Park Property, so long as such improvements do not unreasonably impair Grantee's use and enjoyment of the Easement herein granted.

7. Indemnity. The Slawson Property Owner agrees to indemnify and hold the Urban Park Owner harmless from any and all claims resulting from the Slawson Property Owner's construction, use and maintenance of the Grease Trap and the easement granted in this Declaration, to the extent such claims are caused by the negligence of the Slawson Property owner.

8. Governing Law. This Declaration shall be governed by the laws of the State of Kansas.

9. Severability. The unenforceability of any provision of this Declaration shall not render the remaining provisions hereof unenforceable or void.

IN WITNESS WHEREOF, the Slawson Property Owner and the Urban Park Owner have executed and delivered this Declaration as of the day and year first above written.

SLAWSON INVESTMENTS CORPORATION CITY OF WICHITA, KANSAS

Jerry D. Jones, Vice President

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of September, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires:

Notary Public

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of September, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jerry D. Jones, Vice President of Slawson Investment Corporation who is personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

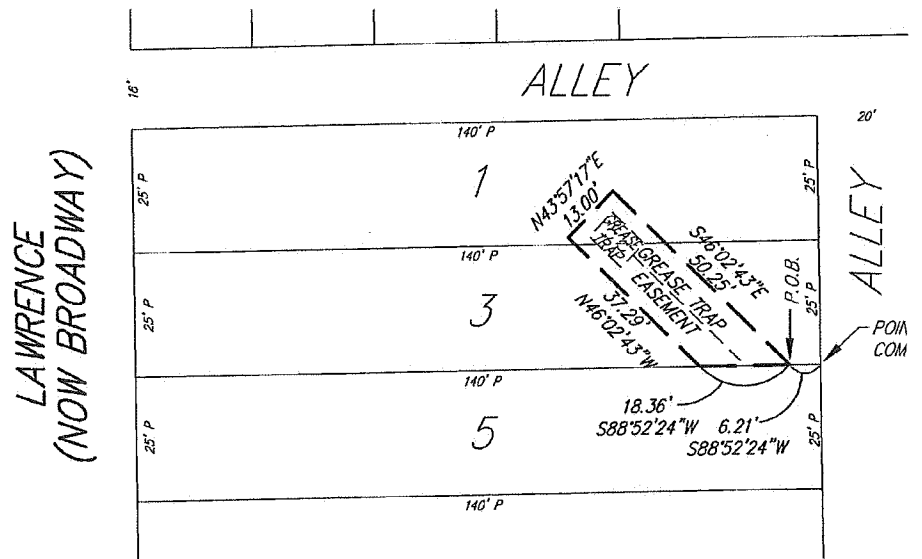
My Appointment Expires:

EXHIBIT A

[Depiction of Urban Park Property

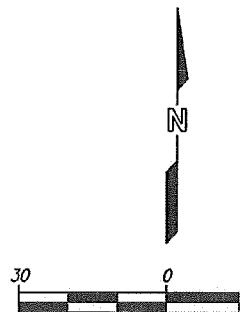
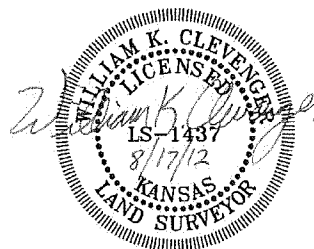
EXHIBIT A

Easement]



GREASE TRAP EASEMENT

That part of Lots 1 and 3 on Lawrence Ave., N.A. English's Addition to the City of Wichita (Sedgwick County), Kansas; described as commencing at the southeast corner of Lot 3 on Douglas Ave. in said addition; thence S88°52'24\"W along the south line of said Lot 3, 6.21 feet to the place of beginning; thence continuing S88°52'24\"W along the south line of said Lot 3, 18.36 feet; thence N46°02'43\"W, 37.29 feet; thence N43°57'17\"E, 13.00 feet; thence S46°02'43\"E, 50.25 feet to the place of beginning.



DWG FILE: EXHIBIT A
PROJECT NO. 4020S

AFTER RECORDING MAIL TO:
Slawson Investment Corporation
Attn: Stuart Kowalski
727 N Waco, Suite 400
Wichita, Kansas 67203

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DECLARATION INGRESS AND EGRESS EASEMENT

THIS DECLARATION OF INGRESS AND EGRESS EASEMENT (this "Declaration") is made and entered into as of the ____ day of September, 2012 by the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City").

WITNESSETH

WHEREAS, Slawson Investment Corporation is the owner of **Lots 5, 7, 9 and 11 and the south 1.30 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas** (the "Slawson Property", the owner at any time of the Slawson Property being referred to herein as the "Slawson Property Owner") and the improvements thereon;

WHEREAS, the City is the owner of **Lot 1 and the north 23.7 feet of Lot 3, on Lawrence Avenue, now Broadway Avenue, in N.A. English's Addition to the City of Wichita, Sedgwick County, Kansas** (the "Urban Park Property" the owner of which being referred to herein as the "Urban Park Owner");

WHEREAS, the City, as the Urban Park Owner, desires to grant for the benefit of the Slawson Property Owner and its successors and assigns an easement for pedestrian ingress and egress over and across the Urban Park Property.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, for itself and its successors and assigns, state as follows:

1. Declaration of Easement. The City, for itself as owner of the Urban Park Property and for its successors and assigns, hereby grants and conveys to the Slawson Property Owner a perpetual nonexclusive easement of ingress and egress for pedestrian traffic to and from the Slawson Property over and across the eastern most twenty (20) feet of the Urban Park Property, as an appurtenance to the Slawson Property.

2. Benefits and Duration. The easement granted in this Declaration is perpetual and unless and until terminated by the filing of a duly executed release by the Slawson Property Owner in the office of the Sedgwick County Register of Deeds, shall run with the land and shall bind each person or entity that is the Urban Park Owner, for so long as, and to the extent such persons or entities own any interest in the Urban Park Property.

3. Reservation of Grantor. Notwithstanding the foregoing, the Easement granted herein shall be subordinate to the rights hereby reserved unto Grantor, its successors and assigns, to construct permanent improvements upon the Urban Park Property, so long as such improvements do not unreasonably impair Grantee's use and enjoyment of the Easement herein granted.

4. Indemnity. The Slawson Property Owner agrees to indemnify and hold the Urban Park Owner harmless from any and all claims resulting from the Slawson Property Owner's use of the easement granted in this Declaration, to the extent such claims are caused by the negligence of the Slawson Property Owner.

IN WITNESS WHEREOF, the Urban Park Owner has executed and delivered this Declaration as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(Corporate Seal)

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of September, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor of the City of Wichita, Kansas, and Karen Sublett, City Clerk of such City, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, by and for, and as the free act and deed of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My Commission Expires:

Notary Public

**City of Wichita
City Council Meeting
October 2, 2012**

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve the resolution.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible federal funds for the support of the City's transit services for Fiscal Year 2013 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on October 1, 2012, with no adverse comments. Section 5307 funds are 80% federal and 20% local match, with the exception of operating funds, which are 50% federal and 50% local match.

Analysis: The proposed resolution authorizes the filing of application for the following funding:

§ Project admin and program support	-	\$501,079
§ Security	-	\$130,000
§ ADA	-	\$657,350
§ Preventative maintenance	-	\$2,244,048
§ Training	-	\$15,000
§ Pass-through	-	\$290,000
§ Operating	-	\$2,560,925

Financial Consideration: The total grant request is \$6,398,402. The federal share is \$4,338,444, and the local match of \$2,059,958 will be split between the City of Wichita (\$1,989,958), Sedgwick County (\$40,000), Butler County (\$20,000), and the City of Derby (\$10,000).

Goal Impact: To Ensure an Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the resolution and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 12-222

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED
BY 49 U.S.C. CHAPTER 53, TITLE 23,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2013 SECTION 5307 PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Preventive Maintenance, Security, Training, Program Support, Project Administration, ADA and Operating.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on October 2nd, 2012.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

SUBJECT: Buffalo Park Design Services (District V)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the vendor selection.

Background: On April 3, 2012, the City Council approved the hiring of a design consultant for improvements to Buffalo Park. On June 5, 2012, the City received eleven design and planning proposals. The Staff Screening and Selection Committee (SSSC) met on June 13, 2012 and short-listed the firms of Oschner Hare & Hare, LLC (OHH), MKEC Consultants and Law Kingdon Architecture to interview for this project.

On July 18, 2012, the City's SSSC conducted interviews and selected Ochsner Hare & Hare, LLC to provide design services for the development of Buffalo Park, based on their understanding of the project and previous expertise with similar projects. OHH has a very good team with extensive experience in park and aquatic design. The spray park is one of the primary components of the Buffalo Park project, and the SSSC felt that OHH will best address design, construction, operation and maintenance aspects of the water feature. OHH provided an impressive portfolio of work in this area of design.

Analysis: The selection of the consultant is an important step for developing future plans for Buffalo Park. Once the selected consultant is under contract, important planning and design functions can begin with neighborhood participation in the design process.

Financial Considerations: The 2011-2020 Adopted Capital Improvement Plan (CIP) includes \$100,000 for design services. A contract has been prepared with OHH in the amount of \$97,000.

Legal Considerations: The Law Department has reviewed and approved this contract as to form.

Goal Impact: The initiation of this project will enhance the Quality of Life for citizens of Wichita and surrounding communities by increasing recreational opportunities and activities.

Recommendation/Action: It is recommended that the City Council 1) approve the vendor selection, 2) approve the contract and scope of services and 3) authorize all necessary signatures.

Attachment: Contract between City of Wichita and Ochsner Hare & Hare, LLC and Scope of Services.

AGREEMENT FOR DESIGN SERVICES

THIS AGREEMENT, Made and entered into this _____ day of _____, 2012,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation,
Hereinafter referred to as
"OWNER"

AND

Ochsner Hare and Hare, LLC (OHH)
Hereinafter referred to as
"LANDSCAPE ARCHITECT"

WHEREAS, the **OWNER** is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the **PROJECT**, defined below; and

WHEREAS, **LANDSCAPE ARCHITECT** was selected from competing proposers as offering **OWNER** the proposal representing the greatest benefit and value within the available budget, and

WHEREAS, the **OWNER** desires to have Design, Construction Documentation, and Construction Administration Services prepared for Buffalo Park hereinafter referred to as the "PROJECT"; and

WHEREAS, **LANDSCAPE ARCHITECT** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of Design, Construction Documentation, and Construction Administration Services, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties agree as follows:

I. PURPOSE:

The **OWNER** employs the **LANDSCAPE ARCHITECT**, which agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita, to develop Design, Construction Documentation, and Construction Administration Services for Buffalo Park, located at 10201 Hardtner, Wichita, Kansas.

II. BASIC SERVICES:

The **LANDSCAPE ARCHITECT** shall render all architectural services necessary as set out in **EXHIBIT "A"** a copy of which is attached hereto and which is incorporated herein by reference.

III. THE LANDSCAPE ARCHITECT AGREES

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the **OWNER** and other local, State and Federal agencies as

necessitated by the SCOPE OF SERVICES (Exhibit "A").

- C. To make available during regular office hours, all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.
- D. To save and hold **OWNER** harmless against all damages and losses for injuries to persons or property caused by negligent acts, errors, or omissions of **LANDSCAPE ARCHITECT**, its employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **LANDSCAPE ARCHITECT** and, where relevant, to make such material available to the **OWNER**.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- H. To complete the services to be performed by **LANDSCAPE ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **LANDSCAPE ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **LANDSCAPE ARCHITECT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **LANDSCAPE ARCHITECT** under this Agreement. **LANDSCAPE ARCHITECT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **LANDSCAPE ARCHITECT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. **LANDSCAPE ARCHITECT** shall procure and maintain such insurance as will protect the **OWNER** from damages resulting from the negligent acts of the **LANDSCAPE ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$1,000,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence

Further, a commercial general liability policy shall be procured and maintained by the

LANDSCAPE ARCHITECT that shall be written in a comprehensive form and shall protect **LANDSCAPE ARCHITECT** and the **OWNER, including its employees and agents**, as an certificate holders, against all claims arising from injuries to persons (other than **LANDSCAPE ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **LANDSCAPE ARCHITECT**, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance on standard ACORD forms, to include NAIC codes shall be filed with the **OWNER** before the time **LANDSCAPE ARCHITECT** starts any work under this Agreement. .

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **LANDSCAPE ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **LANDSCAPE ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager for **LANDSCAPE ARCHITECT** shall coordinate all aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **LANDSCAPE ARCHITECT'S** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **LANDSCAPE ARCHITECT**. Confidential material so furnished will be kept confidential by the **LANDSCAPE ARCHITECT**. **LANDSCAPE ARCHITECT** is entitled to rely upon information supplied by the **OWNER**. **LANDSCAPE ARCHITECT** has the right to use such information, requirements, reports, data, surveys and instructions in performing its services and **LANDSCAPE ARCHITECT** is entitled to rely upon the accuracy and completeness of such information. **LANDSCAPE ARCHITECT** shall not rely on any information supplied by **OWNER** that is inconsistent with the survey or geotechnical report required of **LANDSCAPE ARCHITECT** below.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **LANDSCAPE ARCHITECT**, except as specified in Exhibit "A".
- C. To pay the **LANDSCAPE ARCHITECT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **LANDSCAPE ARCHITECT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise the **LANDSCAPE ARCHITECT** in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **LANDSCAPE ARCHITECT** of any changes in the person designated Project Manager. Written notification shall be provided to the **LANDSCAPE ARCHITECT** for any changes exceeding one week in length of time.

- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **LANDSCAPE ARCHITECT** in a timely fashion.
- G. To save and hold **LANDSCAPE ARCHITECT** harmless against all damages and losses for injuries to persons or property cause by negligent acts, errors, or omissions of **OWNER**, its employees, or subcontractors occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **LANDSCAPE ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. For the complete Design, Construction Documentation, and Construction Administration Services including landscape architectural, architectural, civil engineering services, and site restoration services, and other related items including those items identified in **SCOPE OF SERVICES**, Exhibit "A" a single stipulated lump sum fee of Ninety Seven Thousand Dollars (\$97,000.00) which shall constitute complete compensation for the services. This inclusive fee, which includes all reimbursable expenses, and shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.
- B. Payments on undisputed fees are payable to the **LANDSCAPE ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due (not including fees in dispute), the **LANDSCAPE ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **LANDSCAPE ARCHITECT** under this Agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **LANDSCAPE ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **OWNER**, the **LANDSCAPE ARCHITECT** will enter into an additional Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
 - 1. **LANDSCAPE ARCHITECT** serving as a witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
 - 2. Additional design services not covered by the scope of this Agreement.
 - 3. Observation and administration related to the **PROJECT** but not encompassed in this Agreement.
 - 4. A major change in the **SCOPE OF SERVICES** for the **PROJECT**.
- D. If additional work should be necessary, the **LANDSCAPE ARCHITECT** will be given written notice by the **OWNER** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be

performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.

- E. If services are rendered by the **LANDSCAPE ARCHITECT** for the PROJECT or portions of the PROJECT, but the **OWNER** elects to cancel the PROJECT or portions thereof the **LANDSCAPE ARCHITECT** shall be compensated at an amount in proportion to the services actually rendered as stated in Paragraph A above that have been completed at the time of the notice of cancellation or termination.

VI. TIME OF COMPLETION:

The **LANDSCAPE ARCHITECT** agrees to complete all Phases of this PROJECT as follows:

- A. One hundred fifty (150) working days from the date of approval of the Agreement pending availability of **OWNER** and staff.
- B. The **OWNER** agrees to cooperate with the **LANDSCAPE ARCHITECT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **LANDSCAPE ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **LANDSCAPE ARCHITECT** under the terms of the Agreement.

VII. REVISIONS OF PLANS:

- A. If the **OWNER'S** budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the **OWNER** shall:
 - 1. give written approval of an increase in the budget for the Cost of the Work;
 - 2. authorize rebidding or renegotiating of the Project within a reasonable time;
 - 3. terminate in accordance with Section VIII A.;
 - 4. in consultation with the **LANDSCAPE ARCHITECT**, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
 - 5. implement any other mutually acceptable alternative.
- B. Due to uncertainty in the availability of construction labor and materials and the resulting impact on inflation and construction costs, the **LANDSCAPE ARCHITECT** cannot and does not warrant or represent that the Cost of the Work will be within the **OWNER'S** budget for the Cost of the Work. If the **OWNER** chooses to proceed under Sections A.1, A.4, or A.5 of this Article VII, the **LANDSCAPE ARCHITECT**, as Additional Services, shall modify the Construction Documents as necessary to comply with the **OWNER'S** budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section A.1 of this Article VII. The **LANDSCAPE ARCHITECT'S** modification of the Construction Documents shall be the limit of the **LANDSCAPE ARCHITECT'S** responsibility under this Article VII. The **LANDSCAPE ARCHITECT** shall be entitled to compensation in accordance with this Agreement for all services performed (including, but not limited to, redesigning, redrawing, rebidding, and renegotiating) whether or not construction is commenced.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days

prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **LANDSCAPE ARCHITECT'S** inability to proceed with the work, or because the services of the **LANDSCAPE ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **LANDSCAPE ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **LANDSCAPE ARCHITECT'S** actual costs plus a reasonable fee for profit based upon a fixed percentage of the **LANDSCAPE ARCHITECT'S** actual costs. The **LANDSCAPE ARCHITECT** may terminate this Agreement upon giving the OWNER 14 days prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

- B. That the field notes and other pertinent final drawings and final documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **LANDSCAPE ARCHITECT'S** services and payment in full of monies due the **LANDSCAPE ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications for a different project without the prior written authorization of the **LANDSCAPE ARCHITECT**. The **OWNER** agrees to indemnify and hold the **LANDSCAPE ARCHITECT** harmless from all claims, liability or cost, which arise out of such further use without the participation of the **LANDSCAPE ARCHITECT**.
- C. That the services to be performed by the **LANDSCAPE ARCHITECT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **LANDSCAPE ARCHITECT**.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **LANDSCAPE ARCHITECT** shall request extensions, in writing, giving the reasons therefore.
- E. It is further agreed that this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **LANDSCAPE ARCHITECT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **OWNER** and the **LANDSCAPE ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third party beneficiary rights hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **LANDSCAPE ARCHITECT** in performing his duties will be paid by the **LANDSCAPE ARCHITECT**.

- J. The **LANDSCAPE ARCHITECT** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **LANDSCAPE ARCHITECT** and **OWNER** jointly, for design and analysis and the **LANDSCAPE ARCHITECT** agrees to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.
- K. Special Consultants or Subcontractors are those who provide services other than those provided by the **LANDSCAPE ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **LANDSCAPE ARCHITECT**, the **LANDSCAPE ARCHITECT** shall have no responsibility for the technical sufficiency of the services of such separately engaged firms.
- M. It is further agreed that this Agreement shall be governed by the laws of the State of Kansas, with venue in any court of record in Sedgwick County Kansas.
- N. Unless otherwise provided in this Agreement, the **LANDSCAPE ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials in any form at the Project site, unless such hazardous materials are brought to the Project site by the **LANDSCAPE ARCHITECT** or its employees, agents or subcontractors, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. In the event that the **LANDSCAPE ARCHITECT** or any other party encounters asbestos or hazardous or toxic materials indigenous to the job site, or should it become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of the **LANDSCAPE ARCHITECT'S** services, the **LANDSCAPE ARCHITECT** may, at its option and without liability for consequential or any other damages, suspend performance of services on the **PROJECT** until the **OWNER or other responsible party** retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Ochsner Hare and Hare, LLC

by_____

Karen Sublett
City Clerk

Ralph Ochsner
Chief Executive Officer

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for

review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present Agreement, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose agreements, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a Agreement with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT “A”
SCOPE OF SERVICES
DESIGN, CONSTRUCTION DOCUMENTATION AND
CONSTRUCTION ADMINISTRATION SERVICES
FOR
BUFFALO PARK
FOR THE
CITY OF WICHITA
DEPARTMENT OF PARK AND RECREATION

General

Buffalo Park is scheduled to receive new improvements including but not limited to the development of an interactive water feature, restroom facility and parking improvements. In addition, the park will require a comprehensive look on how to better organize and make the entire park more user friendly and functional for the currently declining lake feature. The Design Team of Ochsner Hare and Hare (OHH) and their team of sub consultants will provide design services to create the items above. OHH will provide site and master planning services, schematic and concept design, design development, construction and bid documents, and construction observation services. These services will serve to provide the necessary guidance and direction for future park improvements beginning in 2013.

The following will be provided by the LANDSCAPE ARCHITECT and the sub-consultants as required to perform the following tasks:

A: PHASE ONE: Investigation, Site Analysis, Fact Finding and Storm Water/Pond Study

LANDSCAPE ARCHITECT will perform investigation and fact finding tasks, and develop a Storm Water and Pond Study including but not limited to:

1. Site inventory and analysis of existing features on and off site including but not limited to existing uses of neighboring lots, utilities, topography, vegetation, hydrology, soils, etc.
2. Off-site runoff requirements for possible use of stormwater from the existing SW main located on the east side of the existing pond for remediation and pond fill. Investigate the possibility of bioretention, filtration and treatment of offsite stormwater for pond fill purposes.
3. An analysis of future off-site runoff entering Buffalo Park, including an analysis for handling future off-site runoff. LANDSCAPE ARCHITECT will coordinate with stormwater engineering or restrictions for off-site runoff draining into the lakes. This analysis will be performed for future development of Buffalo Park.
4. LANDSCAPE ARCHITECT will review the available base map information and other plan documents provided by the OWNER. LANDSCAPE ARCHITECT will use existing City of Wichita LiDar contours along with a field survey of the site to develop an existing base map of current conditions. LANDSCAPE ARCHITECT will assemble a base map for use in the preparation of all necessary plan documents based upon the field survey. All utilities will be located based on the results of a One Call and with any maps and plans made available by the utility companies, the Park Department and the City of Wichita.

B. PHASE TWO: Programming, Schematic and Conceptual Plan Development

1. LANDSCAPE ARCHITECT will facilitate and manage a Design Charrette. The Design Charrette will bring together city staff and stakeholders in a process to review site analysis, develop programming, and develop conceptual design and planning for the Park Master Plan. LANDSCAPE ARCHITECT will prepare two (2) conceptual design plans for initial discussion with the OWNER as a part of the charrette. The conceptual design shall be consistent with the OWNER's direction for development. The design will take into account space-planning, operational maintenance, resident's needs, community interaction and the overall landscape and pedestrian enhancement of the site, safety, as well as motorist's views and perception of the site. The concept plans will be submitted in paper form as well as PDF electronic files, as applicable. The Programming Meeting and Design Charrette Meeting are outlined below and will be attended by the LANDSCAPE ARCHITECT and design team members as required by LANDSCAPE ARCHITECT.
2. Team Meeting – Day one (1) Day Charrette in Wichita, KS: LANDSCAPE ARCHITECT will meet with City staff to review the site analysis, and determine the program, expectations and programmed order of importance for the new improvements. The charrette will include meeting with City staff, neighborhood and area stakeholders and others to create schematic design layouts based on input from all meeting participants.
3. Team Meeting – Day two (2) Design Charrette in Wichita, KS: The LANDSCAPE ARCHITECT will refine schematic design layouts based on input from all meeting participants. The design team will create a minimum of two (2) concepts with accompanying design sketches and graphics to illustrate the intent of the designs. The concepts will be presented and from stakeholder input one (1) concept will be selected. The final concept will be developed and will be presented to conclude the design charrette.

C. PHASE THREE: Design Approval Process

1. City Staff, stakeholders and the LANDSCAPE ARCHITECT will select and determine the best concept plan for the new Buffalo Park development. The LANDSCAPE ARCHITECT will attend one (1) meeting for the review of the concept plan.
2. The final master plan will be presented to Design Council, Park Board, and District Advisory Board for final comment, review and approval. The LANDSCAPE ARCHITECT will attend two (2) meetings for the presentation of the concept plan.
3. The LANDSCAPE ARCHITECT will provide one (1) revised final concept plan based on comment, review and approval by the boards mentioned above and will resubmit them if necessary.

D. PHASE FOUR: Design Development

1. Based on the approved final concept plan the LANDSCAPE ARCHITECT will prepare a set of Design Development plans, details, and specifications for the new improvements identified as priority elements to be constructed over the entire site after the final program has been fully determined. The Design Development plans will include the elements identified within the program. The Design Development plans will begin to identify locations, sizes, and types of major components to along preliminary detailing and cost estimating. The design development plans will be submitted in paper form, one (1) copy, as well as PDF electronic files and AutoCAD drawing files or DXF/DXB files, as applicable. Text fonts other than standard AutoCAD drawing files are to be included with drawing files.

2. LANDSCAPE ARCHITECT will review conceptual plan and determine a maximum of ten (10) locations for soil borings within the park. The soil borings will be associated with the proposed improvements including the pond, shelter/restroom building and fountain. Borings will explore the subsurface conditions at the site with borings extending to a depth of 10 feet below grade at improvement areas a depth of 15 feet below grade within the existing lake. Borings will be drilled to the aforementioned depths or auger refusal, whichever occurs first. The actual type and number of tests will depend on the soil conditions the LANDSCAPE ARCHITECT encounters. The LANDSCAPE ARCHITECT will provide opinions and recommendations in a written report which will include a map of the boring locations, logs of the explorations and laboratory test results. The LANDSCAPE ARCHITECT will provide plugging of all geotechnical explorations that encounter ground water or extend past a depth of 25 feet meeting the requirements of the State of Kansas. The LANDSCAPE ARCHITECT has included five (5) pluggings for the 15 foot borings within the existing lake. Additional plugging will be considered additional services and will be an additional fee of \$4.00 per linear foot for each plug. LANDSCAPE ARCHITECT has not included assessment of environmental characteristics, particularly those involving hazardous and /or toxic substances.

E. PHASE FIVE: Construction and Bid Documents

1. LANDSCAPE ARCHITECT will prepare a complete set of Construction Plans and bid documents, details, and specifications for new improvements identified as priority elements to be constructed as determined in the Design Development package. The Construction and Bid documents will be used for bidding and construction purposes for the new park improvements. The Construction Plans will include the following:
 - a. Hardscape Plans will layout all trails, paths, benches, landscape walls, fountain, pond, parking lot, and paved plaza areas identifying any specialty paving materials or finishes. Horizontal dimensions will be included for construction staking purposes. Hardscape specifications are also included.
 - b. Grading and Drainage Plans will detail grading design and drainage system of the hardscape and landscape areas. Contours and spot elevations will be provided.
 - c. Amenity Plans will detail amenity elements for construction including benches, trash receptacles, planters, set wall, a maximum of one (1) fountain and other pedestrian improvements.
 - d. Pedestrian and Parking Lot Lighting Plans will locate pedestrian lighting for the trails and paths along with lighting within the proposed parking lot.
 - e. Utility Plans will locate service connections for the improvements including power, water, sanitary sewer and storm sewer source location, routing and connection to amenities within the project site. All lines shall be connected to main utility services existing within the project site.
 - f. Landscape plans will identify the location, species and variety, quantity, planting sizes, and any special requirements or conditions for the plant materials and areas or seed and/or sod. Final landscape planting details are also included. Landscape construction specifications are also included.
 - g. Specifications and front end documents will be provided by the LANDSCAPE ARCHITECT. The front end documents will be developed using the boiler plate template provided by the OWNER.

All proposed improvements within the Construction Plans and Bid Documents will be onsite. Offsite improvements are not included. These plans will be submitted in paper form, five (5) copies, as well as PDF electronic files and AutoCAD drawing files or DXF/DXB files, as applicable. Text fonts other

than standard AutoCAD drawing files are to be included with drawing files. The LANDSCAPE ARCHITECT has figured into the development of one (1) construction document package for construction. Additional construction document packages are not included in this scope.

F. PHASE SIX: Construction Bidding and Negotiation

1. LANDSCAPE ARCHITECT will provide contract bidding and negotiation services including, but not limited to bidding assistance including answering contractor questions, providing clarifications to construction documents, revising bids and prospective contractor lists.
2. LANDSCAPE ARCHITECT will attend one (1) pre-bid meeting during the bidding and negotiation process.
3. LANDSCAPE ARCHITECT will assist OWNER with contract preparation as necessary.

G. PHASE SEVEN: Construction Observation and Administration

1. LANDSCAPE ARCHITECT will coordinate and observe construction activities with City staff and personnel to ensure the plans are carried out to the fullest and most accurate intent of the Construction Plans and Bid Documents. Construction Administration services will include shop drawing and submittal review and site observation. The LANDSCAPE ARCHITECT will coordinate punch list requirements with the contractor prior to project substantial completion.
2. LANDSCAPE ARCHITECT will attend one (1) pre-construction meeting.
3. LANDSCAPE ARCHITECT will attend a maximum of one (1) construction progress meeting, and a maximum of one (1) site visit for punch list review and processing.
4. LANDSCAPE ARCHITECT will review, submit and coordinate contractor requests for information, change orders and clarifications for the items under their scope of work, during construction phase of the project.

The LANDSCAPE ARCHITECT has not included the following phases within this proposal: signage design, irrigation plans, detailed life-cycle costs and/or energy-use studies and energy calculations.

The LANDSCAPE ARCHITECT will utilize the services of subcontractors for assistance and completion of some of the above tasks. The following subconsultants shall be used for this project:

1. Civil/Structural Engineering – Dubois Consultants
2. Architecture – WNB
3. Lighting/Electrical Engineering – Lightworks
4. Fountain Mechanical/Electrical Engineering – Hydro Dramatics
5. Site Survey – Savoy Company
6. Geotechnical – Geotechnical Services

Second Reading Ordinances for October 2, 2012 (first read on September 25, 2012)

A. Broadway Bridge at 34th Street South (District III)

ORDINANCE NO. 49-349

An ordinance amending Ordinance No. 48-947 of the City of Wichita, Kansas declaring the Broadway Bridge at 34th street south (472-84965) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

B. SUB2012-00020 -- Plat of Great Plains Business Park 4th Addition located ¼ mile south of 37th Street North, ½ mile east of Oliver, on the east side of Ridgewood. (District I)

ORDINANCE NO. 49-350

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

C. Central Avenue from 135th Street West to 119th Street West (District VI)

ORDINANCE NO. 49-351

An ordinance amending Ordinance No. 49-323 of the City of Wichita, Kansas declaring Central Avenue, between 135th St. West and 119th St. West (472-84017) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

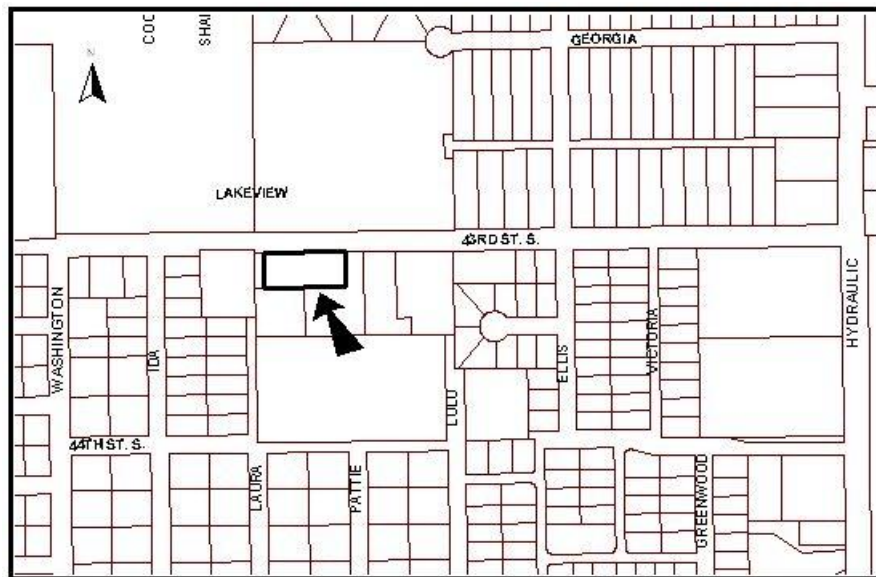
SUBJECT: SUB2011-00050 -- Plat of Shellman Addition located west of Hydraulic, north of 47th Street South. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of one lot on 1.03 acres, is zoned SF-5 Single-family Residential.

Analysis: Water service is available to serve the site. The site has been approved by City Environmental Services for the use of on-site sanitary sewer facilities. The applicant has submitted a 100 percent Petition and a Certificate of Petition for future sewer improvements. The applicant has submitted a No Protest Agreement for future paving as requested by the City of Wichita Public Works Department.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Certificate of Petition, No Protest Agreement and Resolution have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

Attachments: Certificate of Petition
No Protest Agreement
Resolution

First Published in the Wichita Eagle on October 5, 2012

RESOLUTION NO. 12-223

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 99, MAIN, 1 SOUTHWEST INTERCEPTOR SEWER (NORTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84844** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 99, MAIN, 1 SOUTHWEST INTERCEPTOR SEWER (NORTH OF 47TH ST. SOUTH, WEST OF HYDRAULIC) 468-84844** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 99, Main 1 Southwest Interceptor Sewer (north of 47th St. South, west of Hydraulic) 468-84844**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifty-Seven Thousand Dollars (\$57,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **July 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SHELLMAN ADDITION

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable shall be on a fractional basis with each lot paying 1/2 of the total cost of the sanitary sewer as follows:

Block A

Lot 1 \$28,500.00

Lot 2 \$28,500.00

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis or by the provisions of a valid re-spread agreement submitted at the time of division.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of October, 2012.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW

CERTIFICATE

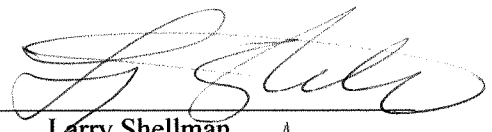
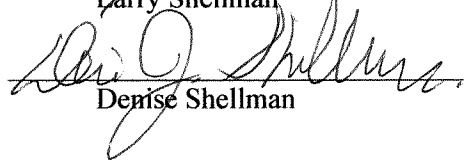
Sedgwick County)
 SS
 State of Kansas)

I, Larry Shellman and Denise Shellman, owners of Shellman Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions of the following improvements have Been submitted to the Board of Commissioners of the City of Wichita, or the Board of County Commissioners, Sedgwick County, Kansas.

1. Sanitary Sewer
- 2.
- 3.
- 4.
- 5.
- 6.

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Shellman Addition may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 17th day of Aug, 2012.


 Larry Shellman

 Denise Shellman

Sedgwick County)
 SS
 State of Kansas)

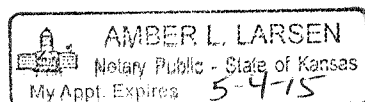
Be it remembered that on this 17th day of August, 2012, before me, a notary public in and for said County and State, came Larry Shellman and Denise Shellman, to me personally know to be the same person who executed the foregoing instrument or writing and duly acknowledged the execution of same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and affixed my notarial seal the day and year above written.


 Notary Public - Amber L. Larsen

My Commission Expires: May 4, 2015
 Approved as to form:

 Gary E. Rebenstorf, Director of Law



COPY

AGREEMENT

THIS AGREEMENT made and entered into this 9-7 day of 2012, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Larry and Denise Shellman party of the second part (hereinafter "Owner").

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as:

Lot 1, Block A, Shellman Addition to Wichita, Sedgwick County, Kansas.
and

WHEREAS, Owner wishes to complete the platting requirements for (Name of Plat) as required by the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the party (ies) hereto agree(s) as follows:

1. City shall grant Owner(s) request for subject plat on said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this plat having been constructed.
2. Owner(s), on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of paving improvements on by the City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.
3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

20 12 IN WITNESS WHEREOF, said parties have set their hands this 7th day of September.

Owner(s) please sign, then type or
print name below signature:

[Signature] [Signature]
Larry Shellman Denise Shellman

CITY OF WICHITA

By: _____, Mayor

ATTEST:

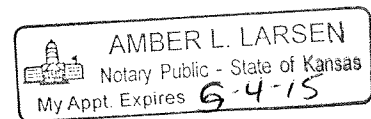
Karen Sublett, City Clerk

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 7th day of Sept, 2012, before me, a Notary Public, in and for the County and State aforesaid, came Larry Shellman and Denise Shellman, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

My Commission Expires: 5-4-15 Amber Larsen Notary Public



STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 20 __, before me, a Notary Public, in and for the County and State aforesaid, came _____ as Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

My Commission Expires: _____ Notary Public

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

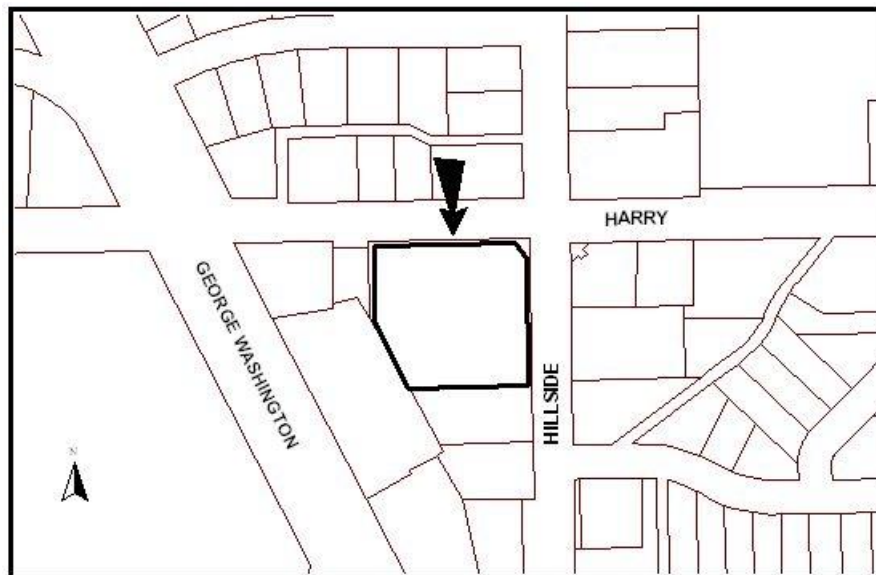
SUBJECT: SUB2012-00014 -- Plat of CVS Harry & Hillside Addition located on the southwest corner of Harry and Hillside (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of one lot on 1.49 acres, is an unplatted site located within Wichita and is zoned LC Limited Commercial.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Drive Approach Closure Certificate has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

Attachments: Drive Approach Closure Certificate

COPY

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Roland King, Trustee of the Revocable Trust for Roland A. King u/d/t, owner(s) of that certain real property to be known as Lot 1, CVS Harry & Hillside Addition, Wichita, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Harry St and Hillside Ave. per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications for such work.

Signed this 14th day of September, 2012.

By: Roland A. King
Roland A. King, Trustee
Revocable Trust for Roland A. King u/d/t

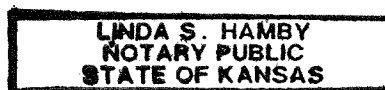
STATE OF Kansas)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 11th day of September 2012, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Roland A. King, Trustee, Revocable Trust for Roland A. King u/d/t to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Linda S Hamby
Notary Public

My Appointment Expires: 10/30/15



Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
October 2, 2012

TO: Mayor and City Council

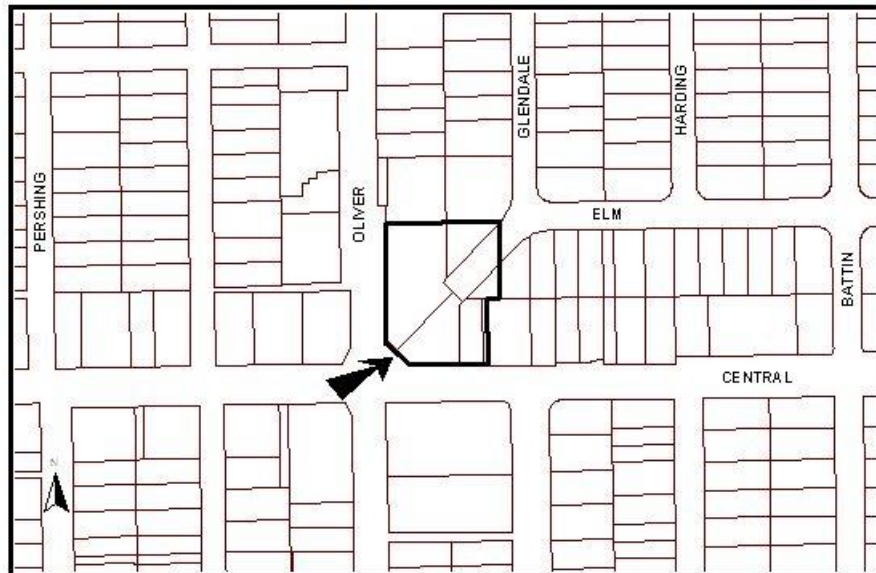
SUBJECT: SUB2012-00015 -- Plat of CVS Central & Oliver Addition located on the northeast corner of Central and Oliver (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of one lot on 1.46 acres, is a replat of the East Highlands Addition in addition to a vacated street. The property is zoned LC Limited Commercial.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Drive Approach Closure Certificate has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

Attachments: Drive Approach Closure Certificate

COPY

DRIVE APPROACH CLOSURE CERTIFICATE


Sedgwick County)
) SS
State of Kansas)

Central and Oliver Holdings LLC, owner(s) of that certain real property to be known as Lot 1, CVS Central & Oliver Addition, Wichita, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Central Ave. and Oliver Ave. per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications.

Signed this 12th day of September, 2012.

Central and Oliver Holdings LLC

By: _____
Christian Ablah, Member

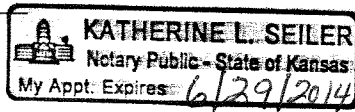
1

) SS:
)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:



Approved as to form:

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